

COLLECTIVE AGREEMENT

Between

NORTH CENTENNIAL MANOR INC.

(Hereinafter called the "Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 1214**

(Hereinafter called the "Union")

Effective Date:

May 1st, 2017 to April 30th, 2020

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ARTICLE 1 - PREAMBLE

1.01 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 employees in the bargaining unit of the Union.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of Management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Definition of Employee

- a) A “full-time” employee shall be deemed to be an employee who regularly works more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-schedule basis as required, and in respect of whom there is advance scheduling.
- b) A “part-time” employee shall be deemed to be an employee who is regularly scheduled to work twenty-four (24) hours per week or less.

NOTE: Notwithstanding the above, the Union will agree to a letter of understanding that allows the RAI position to continue to be regularly scheduled (30) hours per week and still be considered as a part-time employee.

3.02 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1214 as the sole and exclusive collective bargaining agent for all of its employees, including Registered Practical Employees and its Local 1214 as the sole and Nurses save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacist, undergraduate pharmacist, graduate dietitian, student dietitian, technical personnel, supervisors, persons above the rank of supervisor and office staff, and hereby consents and agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.03 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 purposes of instruction, experimenting, or in emergencies when full-time employees and part-time employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit if such contracting out results in a layoff of or in the reduction in the regular number of hours of work of any employee in the bargaining unit.

3.04 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.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity in the Union or any other reason.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and/or By-laws and owing by him to the Union.

6.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. A copy of this list will be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

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, and will provide him with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator, the Secretary of the Union and the C.U.P.E. Representative.

ARTICLE 9 - LABOUR-MANAGEMENT CO-OPERATION COMMITTEE

9.01 Establishment of Committee

A Labour Management Co-operation Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the public and job security for the employees.

Function of the Committee:

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

9.02 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance.

ARTICLE 10 - LABOUR-MANAGEMENT RELATIONS

10.01 Representation

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

10.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of members of the Employer, as appointees of the Employer, and five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

10.03 Representation 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 in order to investigate and assist in the settlement of a grievance.

10.04 Meeting of Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Time Off for Meetings

- a) Any representative of the Union on the Bargaining Committee or the Labour-Management Co-operation Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration while attending such joint meetings.
- b) Both parties agree that negotiation and Labour-Management Co-operation Committee meetings shall be scheduled during the normal day shift, whenever possible. Employees elected to the Negotiating Committee shall be scheduled to work the day shift, where possible, for the week during which negotiation meetings have been scheduled.

When any meeting is scheduled out-of-town, travelling time shall be considered as time worked. This last sentence also applies to clauses 9.02 and 12.05.

ARTICLE 11 -RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors of NCM which affect the members of this Union are to:

- 1- be forwarded to the Union, and
- 2- be posted on all bulletin boards.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 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 stewards, whose duties shall be to assist any employee which the stewards represents, in preparing and in presenting his grievance in accordance with the grievance procedure.

12.02 Chief Steward

The Departments covered by each steward shall be listed in Appendix "C" of this Agreement. One steward shall be appointed from each department, and from this group, a chief steward will be selected.

12.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) he represents, and the Chief Steward before the Employer shall be required to recognize him.

12.04 Grievance Committee

The Stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors have been chosen.

12.05 Permission to Leave Work

Union Stewards and members of any Committee must obtain permission from their immediate supervisor before absenting themselves from their place of duty, in order to deal with grievances or other union business connected with this Agreement. Such persons shall not be unreasonably refused, having regard for efficiency of operations of the Home. In accordance with this understanding, Management shall not make any deductions from such Union Stewards or Committee members for time so spent at joint meetings.

12.06 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union or a case where the Employer has allegedly acted unjustly.

12.07 Settling of Grievances

If an employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within ten (10) business days after the circumstance giving rise to the grievance occur or within ten (10) business days following the return to work of the grievor. Replies to all grievances shall be in writing at all stages.

STEP 1:

The aggrieved employee(s) shall submit the grievance to his Steward. If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with his Steward, shall first seek to settle this dispute with the employee's supervisor.

STEP 2:

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 1, the employee(s) concerned, together with the Chief Steward, will submit to the Administrator, a written statement of the particulars of the complaint and the redress sought. The Administrator shall render his decision within four (4) working days after receipt of such notice.

STEP 3:

Failing a satisfactory settlement being reached in Step 2, the employee, together with the Grievance Committee, shall, within five (5) business days after the decision being rendered in Step 2, submit the matter to a Committee of the Board of Directors and/or its appointee, who shall render its decision within five (5) business days.

12.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 of this article may be by-passed.

12.09 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) or Steward and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

12.10 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

12.11 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the Grievance, and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

ARTICLE 13 - ARBITRATION

13.01 Composition of Board of Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by Arbitration as defined in Section 44, 2 of the Labour Relations Act. 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 of any cost of the place of hearing of such Arbitration, if and when the necessity arises.

13.02 Decisions of the Board of Arbitrators

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

13.03 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

13.04 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

13.05 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Warnings

Whenever the Employer or a deputy 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 may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. Infractions committed by employees who have been penalized or warned will remain on record with the Employer for a period no longer than one (1) year from the date of the last infraction. If no re-occurrence should take place, then all records will be destroyed by the Employer.

14.02 Discharge Procedure

An employee who has completed his forty (40) working days probationary period may be dismissed but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee, but shall immediately report such action to the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason of such discharge or suspension.

14.03 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 12, Grievance Procedure: Step 1 of the Grievance Procedure shall be omitted in such cases.

14.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority,

and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

14.05 Crossing the Picket Line During Strike

In the event that any employee of the Employer other than those covered by this Agreement, engage in a strike or where the employees in a labour dispute engage in a strike and maintain picket lines, the Employee covered by this Agreement shall have the right to discuss the situation with the Administrator immediately.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, reduction of the workforce and recall, as set out in other provisions of this Agreement providing that the employee has the required qualifications. Seniority shall operate on a bargaining unit-wide basis.

Full-time employees shall accumulate seniority in the following circumstances only:

- a) when actually at work for the Manor
- b) when absent on vacation or holidays
- c) when absent on sick leave with pay
- d) when off due to a general leave of absence, and then seniority will continue to accumulate for the first calendar month of such leave of absence.

Note: It is understood that the Employer may grant a leave of absence to work in another workplace, however seniority will no accumulate during this period of time.

- e) when off the payroll due to sickness or accident, then seniority will continue to accumulate for a period of time equal to 12 months or the length of the employee's seniority whichever is the greater.
- f) when a leave of absence is granted under clauses 23.01, 23.02, 23.04, 23.05 and 23.06.
- g) when a leave of absence is granted under clause 23.03 shall not accumulate more than seventeen (17) weeks of seniority.

Part-time employees shall accumulate seniority in the following circumstances only:

- a) when actually at work for the Manor.
- b) when absent on vacation or holidays approved by the Manor.

- c) when off due to a general leave of absence, then seniority will continue to accumulate for the first calendar month of such leave of absence on a pro-rata basis.

Note: It is understood that the Employer may grant a leave of absence to work in another workplace, however seniority will not accumulate during this period.

- d) when off the payroll due to sickness or accident, then seniority will continue to accumulate for a period of time equal to 12 months or the length of the employee's seniority, whichever is the greater on a pro-rata basis. To calculate pro-rated seniority, the Employer will take the average of the employee's monthly seniority accumulated in the immediately preceding six (6) calendar months. The average monthly seniority will be applied to c) and d) above.
- f) when a leave of absence is granted under clauses 23.01, 23.02, 23.04, 23.05 and 23.06.
- g) when a leave of absence is granted under clause 23.03 shall not accumulate more than seventeen (17) weeks of seniority.

15.02 Seniority Lists

The Employer shall maintain one seniority list for all full-time employees showing the date upon which each employee's service commenced and one seniority list for all part-time employees based on the accumulated hours. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards on January 30th, May 30th and September 30th of each year. If an employee does not challenge the position of his name on the seniority list within thirty (30) calendar days after the return to work from the date of the posting of the seniority list, then he shall be deemed to have proper seniority standing.

15.03 Probationary Employees

- a) Newly hired employees shall be considered on a probationary basis for a period of forty (40) working days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4 as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.
- b) Part-time employees who transfer to a full-time job will have their seniority calculated on a pro-rata basis. (Example: If an employee had 5,850 hours seniority as a part-time employee, then 5,850 hours divided by 1,950 hours per year equals three (3) years seniority as a full-time employee.) This seniority is to be used in determining employee's rights or eligibility under provisions of this contract where seniority is a factor.

These provisions shall include promotion, transfer, demotion, lay-off, recall, holiday pay, vacation pay, full-time employee welfare benefits, part-time employee in lieu of benefit payments and bumping. Part-time employees shall not accumulate more than one (1) year of seniority in one year.

- c) When a part-time employee transfers to a full-time job, his accumulated seniority shall be totalled and such employee shall remain on probation only for the remaining time difference between one (1) month and the said total accumulated hours.
- d) Full-time employees who successfully transfer to a part-time job will have their seniority calculated on a pro-rata basis. Example: If an employee has three (3) years as a full-time employee, then three (3) years times 1,950 hours per year equals 5,850 hours' seniority as a part-time employee.
- e) When a full-time employee moves to a part-time job, his accumulated seniority shall be totalled and the employee shall remain on probation only for the remaining time difference between one (1) month and the said accumulated hours.
- f) Under clause 15.03 (b)(d) up to August 30, 2001, seniority will be calculated on a pro-rata basis using 2,076 hours per year. After August 30, 2001 seniority will be calculated on a pro-rata basis using 1,950 hours per year.

15.04 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall only lose his seniority in the event:

- 1) he is discharged for just cause and is not re-instated.
- 2) he resigns.
- 3) he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- 4) he has been laid off one (1) year or more.
- 5) he fails to return to work within fourteen (14) working days following a lay-off after being notified by registered mail to do so; it shall be the responsibility of the employee to keep the Employer informed of his current address.

15.05 Transfers and Seniority Outside Bargaining Unit

No employees shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. (Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

Notwithstanding the above, an employee who transfers shall retain his/her seniority in this bargaining unit up to the date of leaving the unit, as long as the employee remains a member of another C.U.P.E. bargaining unit of the Employer.

15.06 Retention of Seniority Rights

Should the Employer merge, amalgamate or combine any of its operations, or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new Employer.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs or a new position is created, within the bargaining unit, the Employer shall within seven (7) days of the vacancy occurring or the new position being implemented, notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore. However vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification sent to the Union. Notice shall also be sent to employees on Worker's Compensation or Long Term Disability. Notice shall be sent to the employee's last address on file. This will not be subject of a grievance if employee claims letter was not received. A copy of the letter will be forwarded to the Union. All temporary job postings are to be reposted every six (6) months.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications as per job description, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

16.03 No Outside Advertising

No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

16.04 Method of Making Appointment

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority at the posting date, and having the required qualifications as per job description. Appointments that are made from within the bargaining unit shall be made within seven (7) days of posting expiring and the employee is to start the position within seven (7) days thereafter.

Recruitment Dietary Services

When an employee is relieving in a higher classification, he/she will receive the higher rate in the classification in which they were assigned to relieve. The employer agrees to offer the duties on the basis of seniority.

16.05 Trial Period

The successful applicant shall be notified within two (2) weeks following the end of the posting period. The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two (2) months.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned periods or if the employee finds himself unable or unwilling to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted shall also be returned to his former position without loss of seniority and wage or salary.

16.06 Union Notification

The Union shall be notified monthly of all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment, relating to permanent employees.

16.07 Disabled Employees' Preference

An employee who has been incapacitated at his work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform his regular duties, the Employer will endeavour to provide work, which the employee can perform.

16.08 A) Vacancy (31 days or more)

When a vacancy occurs because of sickness, accident or leave of absence, for a period of 31 calendar days or more, the Employer shall post such job in accordance with the provisions of Article 16 of this Agreement. It is agreed that the job is of a temporary nature only, and will terminate upon the return to work of the full-time employees or part-time cook employees holding that job. It is also agreed that with the exceptions of the classifications of Craft Supervisor, Adjuvant, Maintenance Leader and Maintenance Helper, **Cook, Laundry Aide**, only part-time employees will be able to apply for such job. When the Employer deems it necessary to fill the positions excluded above, the position shall be filled by the most senior employee qualified. During a period of temporary replacement, the employee is precluded from applying for any other temporary positions. The temporary full-time employee remains on this position until full-time employee returns to his/her regular full-time position.

Prior to the hiring of part-time employees for any department, the Employer agrees to give preference to present part-time employees who have indicated in writing their wishes to work in such department. They shall renew their wishes in the months of January and July.

B) Vacancy (less than 31 days)

Shifts available as a result of a vacancy under 31 days on the currently posted schedule will be assigned by seniority among the part-time employees in the department in which the vacancy occurs. Vacant shifts on future schedule will be replaced as equitably as possible.

When the position of Craft Supervisor is vacant for less than 31 days and when Management deems it necessary to fill the position, employees will be advised, by a notice placed on the employees' bulletin board and the position shall be filled by the most senior employee qualified. The parties also agree that the position may be filled temporary for a period of six (6) days until the selection process is complete.

16.09 Part-Time Vacancy

Prior to the hiring of part-time employees for any department, the Employer agrees to give preference to present part-time employees who have indicated in writing their wishes to work in such department. They shall renew their wish in the months of January and July.

ARTICLE 17 - LAY-OFFS AND RECALLS

17.01 Role of Seniority in Lay-offs

Both parties recognize that job security increases in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

17.02 No New Employees

No new employees will be hired until those laid off have been given an opportunity to re-employment as per clause 15.04. Employees shall be recalled in reverse order of their lay-off.

17.03 Definition of Lay-off

Layoffs under the provisions of the collective agreement shall include the reduction of daily or bi-weekly hours of a position of any full-time or part-time employee.

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

17.04 Notice of Lay-off

In the event of a proposed layoff of a permanent or long-term nature of 13 calendar weeks or more and or the elimination of a position, the Employer will –

(a) Provide the Union with at least three months' notice prior to its implementation. This notice is not in addition to required notice for individual employees.

(b) Provide affected employees with at least three months' notice prior to its implementation. Meet with the Union through the Labour/Management Committee to review the reasons and expect the duration of the layoff and any re-alignment of service or staff and its affect to employees in the bargaining unit. Any agreement between the Employer and the Union together with their staff representative resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this collective agreement.

17.05 Lay-off Procedure

(a) In the event of layoff, the Employer shall layoff employees in reverse order of 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 layoff shall have the right to either:

(i) accept the layoff or

(ii) displace an employee who has less bargaining unit seniority in a lower or identical paying classification and who has scheduled hours less than or equal to the employee being laid off and if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

(iii) an employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven days of the date of the notice of layoff issued by the Employer.

(iv) for the purpose of the operation of clause (b) (ii), laid off part-time employees shall not have the right to displace full-time employees.

(v) 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.

17.06 Recall Rights

(a) An employee shall have opportunity of recall from a layoff to an available opening in order of seniority provided he/she has the ability and qualifications required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The job posting provisions set out in the collective agreement shall apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, he/she shall have no further rights with regard to recall.

- (b) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision or have been found unable to perform the work available.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven 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 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 layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (e) In the event of a layoff of any employee, the Home shall pay its share of insured benefits' premiums for the duration of the three months notice period provided in Article 17.04.

17.07 It shall be the duty of each employee to notify the Manor promptly of any change of address. If the employee fails to do this, the Manor will not be responsible for failure of a notice to reach such employee. Notice of recall after lay-off shall be sent to an employee by registered mail to his last address on record with the Manor.

17.08 The employee will endeavour to submit a written resignation at least ten (10) working days in advance of her terminal date and this will apply to both full-time and part-time employees.

ARTICLE 18 - HOURS OF WORK

18.01 Normal Hours of Work

The normal daily hours of work shall be:

For day workers: seven and one-half hours per day exclusive of meal period.

For shift workers: seven and one-half hours per shift exclusive of meal period.

The workweek shall be thirty-seven and one-half hours. All employees shall be guaranteed one-half hour of unpaid mealtime on each shift.

18.02 Split Shift and Part-Time Workers

There shall be no split shifts. "Definition" Split shift is defined as when 2 shifts are schedule on the same day on the master schedule

18.03 Working Schedule

- a) The hours and days of work of each regular full-time employee shall be posted in an appropriate place at least two (2) weeks in advance. The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule." The schedule shall be deemed to constitute Schedule "B" of this Agreement.

A schedule shall continue to be posted for all part-time nursing, kitchen and housekeeping department employees subject to change in schedule as conditions may require. No schedule is required for emergency replacement in the above departments.

- b) In the event that part-time employees' work schedule is changed from that posted, the employee affected shall be notified by telephone, at least four (4) hours prior to the commencement of the shift.
- c) When a part-time employee is called into work within one (1) hour of the commencement of the shift and reports to work within one (1) hour of the call-in, he/she shall be paid as if he/she had arrived at the commencement of the shift.
- d) The Employer will post a master schedule yearly by January 15th for fulltime employees.

e) **Part-Time Hours**

The Employer will distribute as equitably as possible all part-time hours prior to the schedule being posted. Available hours after the schedule is posted shall be distributed on the basis of seniority as follow:

Shift that become available 48 hours or more in advance:

1. Will be assigned by seniority to part-time employees who have submitted their availability to work that shift.
2. Will be offered by seniority to part-time employees who are available at regular time.

Shift that become available within 48 hours:

1. Will be offered by seniority to part-time employees who have submitted their availability to work that shift.
2. Will be offered by seniority to part-time employees who are available at regular time.

18.04 Break Periods

All employees will be permitted a 15-minute rest period from work in the first half and the second half of the shift, in an area made available by the Employer.

18.05 Shift Premiums

In recognition of the undesirable features of shift work, employees shall receive seventy-five (75) cents per hour for working an evening shift and seventy-five (75) cents per hour for working on night shift.

Evening shift is defined as 3:00 p.m. to 11:00 p.m.

Night shift is defined as 11:00 p.m. to 7:00 a.m.

Employees on shift at the beginning and conclusion of daylight saving time will be paid for the actual hours worked at the regular rate.

Employees shall receive forty (40) cents per hour for all hours worked between 2300 Friday until 2300 Sunday.

18.06 Exchange of Shift(s)

Exchanging of shift(s) will only be permitted when all of the following conditions are met:

1.
 - a) Both employees involved must mutually agree.
 - b) Employees must be from the same classification.
 - c) Final approval shall be obtained from the Supervisor.
2.
 - a) In the event l. a), b), and c) is accomplished and where one or two of the employees do not report for work, the Employer shall not be held responsible for overtime premiums when required to have the third employee called in as a replacement for l a).
 - b) In the instance where the Employer is required to replace an employee due to tardiness, the Employer will not be required to pay overtime premiums for the first two (2) hours of replacement.

The above wording shall not pertain to or be applied to any other section of this Agreement

18.07 Distribution of Even Weekend Work

The Employer will attempt to distribute weekend work evenly between R.P.N.'s. The Employer will also attempt, depending upon the availability of replacements, to give part-time R.P.N.'s one (1) weekend off per month during the months of June, July and August of each year.

18.08 Temporary Replacement Laundry and Housekeeping

Schedules may be altered to permit a Housekeeping Aide to work in the laundry on weekends where required. It is understood that no overtime shall be paid as a result of this provision where an employee requests the change in schedule. The Employer agrees to give the employee 24 hours notice prior to the mutual exchange of schedule and if the Employer is unable to give 24 hours notice, a part-time employee will be scheduled.

The Employer agrees that when an employee is temporarily required in the laundry department and the schedule is already posted, the Employer will fill the requirement with a part-time employee from the housekeeping department in accordance with seniority and providing the employee is qualified as per job description, to do the job. When the job is posted in accordance with clause 16.08 A) of this Agreement or to replace vacation day requested prior to the schedule being posted, the job shall be posted for the replacement of the employee that was in the housekeeping department and was assigned to the laundry department.

All new part-time employees will be advised that they may be required to work in the Laundry Department when deemed necessary.

Put on notice to cease practice of replacing extra 4 hours shift in laundry by full-time housekeeping staff.

18.09 Kitchen Protocol

The dietary work schedule and duties will be separated into two pools. The first Pool will consist of Dietary aids. This group of employees will only perform Dietary Aides duties. Available part-time hours will be distributed amongst the Dietary Aides pool as per article 18.3. In the event of an emergency, management reserves the right to call upon the Senior Dietary Aide who is willing to perform cook duties.

The second pool will consist of Cook. This group of employees will only perform Cook duties. In the event of an emergency, management reserves the right to call upon the Senior Cook willing to perform Dietary Aide duties.

ARTICLE 19 – OVERTIME

19.01 Overtime Defined

All time worked beyond the normal work day, the normal work week, shall be considered as overtime and shall be paid at time and one-half (1 1/2) rate. Overtime will only be paid to employees who complete the overtime slip signed by their supervisor.

19.02 Employees required to work holidays or scheduled days off, shall be paid at time and one-half rate.

19.03 Distribution of Overtime:

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

19.04 No Lay-Off to Compensate for Overtime

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

19.05 Minimum of Overtime

The Employer shall endeavour to keep overtime to a minimum and shall, accordingly, supply the Union with a list of all employees who have worked more than twelve (12) hours a week at overtime rates, and an explanation of the circumstances.

19.06 Minimum Call-Back Time

A full-time employee who is called in and required to work outside his regular working hours shall be paid for a minimum of four (4) hours, or at overtime rates of pay, whichever is greater.

19.07 Overtime for Part-Time Employees

Part-time employees working less than seven and one-half (7 1/2) hours per day and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven and one-half (7 1/2) hours in the working day. Regular overtime rates shall apply after seven and one-half (7 1/2) hours in the working day and for all work performed on Holidays.

19.08 Reporting to Work

When an employee reports for work when requested, and is advised there is no work available, he shall receive four (4) hours' pay at his regular rate of pay.

ARTICLE 20 – HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays for all full-time employees and part-time employees qualifying under clause 24.03 b) #2:

New Year's Day	Boxing Day
Civic Holiday	Queen's Birthday
Christmas Day	Thanksgiving Day
Good Friday	Employee's Birthday
Dominion Day	Three (3) floaters
Labour Day	

and any other day declared or proclaimed as a holiday by the Federal or Provincial Government.

20.02 Holiday Pay

All full-time employees and part-time employees while on probation shall receive holiday pay as per the E.S.A. guidelines.

20.03 To Qualify for Payment of Holiday

To qualify for payment for any holiday, a full-time employee and part-time employee must have worked the scheduled working day previous to the holiday and the scheduled working day after the holiday unless off due to illness, on Weekly Indemnity, Long Term Disability up to a maximum of six (6) months or with permission of their Supervisor.

20.04 Christmas or New Year's Off

The Employer shall make every effort to provide that every employee shall have at least Christmas Day or New Year's Day off.

20.05 Holiday Pay or Time Off

Employees working on a holiday as outlined in 20.01 shall be paid at the rate of time and one half and be granted an additional day off with pay at straight time.

20.06 Accumulation of Holidays

- a) No more than two (2) accumulated days off may be taken consecutively during the period of June 15th to September 15th, and December 15 to January 3rd with allowance up to five (5) days accumulated holidays taken consecutively during any other period of the year.
- b) Accumulation of holidays to be taken must be scheduled a minimum of 48 hours in advance following an application in writing to the Supervisor concerned.
- c) Holidays that are accumulated as a result of the Employer requesting an employee to work either Christmas Day or Boxing Day may be carried over in the following year until no later than March 31st.

20.07 Preference to Work Paid Holiday

Full-time employees will be given preference if they so desire to work on a paid holiday, provided the employees normally performs the work. If a full-time employee is normally scheduled to be off on any holiday however wishes to work on that paid holiday, the employee must make such request prior to the schedule being posted. It is understood and agreed that the Manor has the right to schedule full-time employees on a rotation basis for any paid holiday, in order to maintain efficiency of the operation.

20.08 Floater

Floating holidays must be scheduled a minimum of 24 hours in advance following an application in writing of the Supervisor concerned.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

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

Less than one (1) year:	-as per the Employment Standards' Act
One (1) year or more:	-two (2) weeks
Three (3) years or more:	-three (3) weeks
Eight (8) years or more:	-four (4) weeks
Twelve (12) years or more:	-five (5) weeks
Sixteen (16) years or more:	-six (6) weeks
Twenty-two (22) years or more:	-seven (7) weeks.

Letter of understanding granting two (2) floats to employees having thirty (30) years service, for the duration of this agreement.

21.02 Holidays During Vacation

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

21.03 Preference in Vacation

Vacation preference shall be granted first on the basis of seniority. Employees shall notify their supervisor by April 30th in writing, on a form provided by the Employer, of their preference in vacation. The vacation schedules shall be posted by May 30th, each year and shall not be changed unless mutually agreed to by the employee and the Employer. Employees may schedule holidays or vacations throughout the year. The number of employees who may be off at one time is at the sole discretion of the Employer. All hours worked during the previously granted vacation shall be remunerated at overtime premium and the employee shall be credited for all lost hours of vacation.

21.04 Broken or Unbroken Vacation Period

Vacation requests for the period beginning June 15th to September 15th will be confirmed no later than May 30th. Approval of vacation requests will be granted in order of seniority.

21.05 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation and lasted five (5) days or more.

21.06 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 payment of salary or wages in lieu of such vacation.

21.07 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

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

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.

22.02 Amount of Sick Leave

On the first day of January in each year, full-time employees will be credited with 5 days of sick leave which may be used for short-term during the year. This sick leave is not accumulative. Employees who have completed the probationary period shall be credited with 5 days sick leave which may be utilized as above.

Temporary employees engaged in a temporary full-time position for more than six months may elect the same number of sick day credits as full-time employees as above, or percentage in lieu of fringe benefits.

22.03 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner or nurse practitioner for any illness in excess of three (3) days (working days) certifying that such employee is unable to carry out his duties due to illness. The Employer may require a medical certificate for shorter absences.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies, providing this leave does not result in the Employer being obliged to pay a premium rate.

23.02 Bereavement Leave

Funeral leave covering the death of spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother, step-father, grandmother, grandfather, grandchildren, the employee shall be granted 3 consecutive scheduled working days with pay. The employee will be allowed to save one day to attend the memorial service or spring interment. Payment for such day or days off will be confined to the period from the date of death up to and including the day after the funeral. Any such leave shall be extended to five (5) days if the funeral takes place outside the area between the Town of Hearst and the Town of Cochrane, both inclusive. This time off is not to be charged against accumulated sick leave credit. Funeral leave is not accumulative. In addition to the foregoing, it is agreed that one (1) day leave of absence with pay will be granted in order to attend the funeral of a sister-in-law and brother-in-law, aunt and uncle.

23.03 a) Maternity Leave

According to Employment Standards Act.

b) Adoption Leave

- i) According to Employment Standards Act.
- ii) When on adoption leave, seniority will continue to accumulate up to seventeen (17) weeks. Following this, credit for service or seniority for the purposes of salary increments and vacations shall be suspended and the employee's anniversary date adjusted accordingly.
- iii) The employee returning to work after adoption leave shall provide the Employer with at least two (2) weeks' notice. On return from adoption leave, the employee will be placed in a position consistent with the seniority provisions of this Agreement.

23.04 Veteran's Leave Allowance

When an employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination or treatment in connection with a disability sustained as a result of military service, the Employer shall make up the difference between the employee's normal salary or wage for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veteran's Affairs, while attending at such hospital. Employees shall be required to present a Veteran's Affairs chit for the amount of time detained. Time paid for by the Employer will be deducted from the employee's sick leave credits.

23.05 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

23.06 Education Leave

Leave of absence with pay and without loss of seniority may be granted to allow employees time to write examinations to improve qualifications in the service.

23.07 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and presented to the Administrator for approval. The Administrator will advise an employee of the reason for the denial of a general leave of absence.

23.08 Staff Meetings

Staff from any Department shall be paid on a straight time basis for all time spent at authorized meetings when called in off duty. Meetings shall be held during the regular hours of work whenever possible.

23.09 Contribution to Health Plan

The Employer shall not contribute to the payment of fringe benefits past the end of the day immediately preceding a maternity leave, a veteran's leave, an education leave or a general leave. However, if the employee is enrolled in O.H.I.P. and Extended Health Care, she or he may arrange to prepay the entire premiums due during the leave of absence to avoid the transfer in and out. Coverage under the group life plan may be maintained for a maximum of six (6) months by prepayment of the premium.

For the purpose of this policy, benefits are considered to be Hospital and Medical Insurance and Group Life Insurance. Leaves of absence will have no effect on an employee's annual vacation or statutory holiday's entitlement.

The employer agrees to continue its share of the premiums for Health and Welfare benefits under Article 26 for all employees on sick leave including the Weekly Indemnity or Long-Term Disability to a maximum of 30 months.

23.10 The Employer may provide leave of absence with pay and without loss of seniority to any employee in order that they may have the opportunity to participate in conventions, seminars or workshops related to their work. The number of employees allowed to participate in the above shall be at the discretion of the Employer.

23.11 Reduced Hours for Medical Reasons

Full-time employees may be granted voluntary transfers to accommodate a shorter workweek on the written advice of a physician. Such a transfer will not exceed two (2) months in length. At the end of the period of transfer, the employee must indicate whether or not she will resume her regular workweek. The employee on transfer will be guaranteed twenty-four (24) hours of work per week unless otherwise specified by the physician. No employee shall have more than one such transfer in any one (1) year period. Work available as a result of this article shall be distributed.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his wages and deductions. The Employer agrees to pay every second Thursday.

24.02 Equal Pay for Equal Work

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

24.03 Part-Time Employees

A) Wage Increments for Part-Time Employees

Part-time employees shall progress from minimum to maximum of their respective categories on the following basis:

After 650 accumulated hours, the rate of the 4-month increment.

After 1,300 accumulated hours, the rate of the 8-month increment.

After 1,950 accumulated hours, the rate of the 12-month increment.

After 2,600 accumulated hours, the rate of the 16-month increment.

B) Payment in Lieu of Fringe Benefits

1) Part-time employees shall receive the following hourly payments to cover drugs, insurance, hospital and medical benefits: 13% per hour in addition to the regular rate of pay set out in Schedule "A".

2) Those employees paid an average of 24 hours or less per week shall be entitled to payment for Statutory Holidays on the basis of the Employment Standards' Act. Those employees paid an average of more than 24 hours per week over the previous year shall be entitled to payment for paid holidays set out in Article 20.01 excluding floaters.

C) **Vacation**

- 1) All part-time employees shall receive vacation pay in accordance with the following schedule and such payment to be made on the first payroll in July and December.

One (1) or more accumulated hours:

4% of gross salary

6,228 or more accumulated hours:

6% of gross salary

16,608 or more accumulated hours:

8% of gross salary

24,912 or more accumulated hours:

10% of gross salary

33,216 or more accumulated hours:

12% of gross salary

45,672 or more accumulated hours:

14% of gross salary

- 2) Leave of absence to be used for vacation purposes without loss of seniority shall be granted in accordance with the following schedule for part-time employees:

Less than 1950 accumulated hours.

As per the Employment Standard Act, pro-rated to hours work

1951 or more accumulated hours: 2 weeks

6,228 or more accumulated hours: 3 weeks

16,608 or more accumulated hours: 4 weeks

24,912 or more accumulated hours: 5 weeks

33,216 or more accumulated hours: 6 weeks

45,672 or more accumulated hours: 7 weeks

Accumulated hours are defined as hours worked.

- 3) Any part-time employee granted leave of absence for vacation shall continue to accumulate seniority while on such leave of absence.

24.04 Pay During Temporary Transfers

The Employer shall pay the following adjustment to employees replacing supervisory personnel from the first day of replacement, save and except Saturdays and Sundays, unless worked with a Friday or Monday in which cases Saturday and Sunday shall be paid:

\$7.00 per day payable from the first day.

24.05 Vacation Pay

Employees may, upon giving two (2) weeks' notice prior to the normal payday, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation. In the event of an emergency, an employee may, on shorter notice, request any cheques falling due during the vacation period and the Employer will endeavour to meet the request. Said cheque shall be made payable on the last working day prior to their period of vacation.

24.06 Overtime Meal Allowance

Employees required to work more than one (1) hour overtime in any day or shift shall be provided with a meal by the Employer.

24.07 Taxi Allowance

When an employee is called into work between 12:00 midnight and 6:00 a.m., or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer, if requested by the employee in writing on a request form provided by employer.

24.08 Retroactivity

- a) All employees of the Manor shall be entitled to retroactive payment retroactively to the effective date of this Agreement for all those hours actually worked, at the rate of pay set out in Schedule "A".
- b) Any employee who retired or dies (in the case of deceased persons, the estate) shall be entitled to retro payment based on the rates of pay set out in Schedule "A" for all hours actually worked.
- c) Persons hired following the effective date of this Agreement shall receive retroactive payment based on the rates of pay set out in Schedule "A" for all hours actually worked.
- d) All employees who have severed their employment with the Manor for any reason shall receive retro payment based on the rates of pay set out in Schedule "A" for all hours actually worked, since the effective date of this Agreement. The Employer shall be responsible to contact in writing, at their last known addresses, any employees who have since left employment and advise them of their entitlement to any retroactive adjustment and send a copy thereof to the Union.

- e) All employees who have severed their employment with the Employer for any reason shall have forty-five (45) days from date of mailing to claim such adjustments. The Employer and the Union shall not be held responsible for employees who have applied for retroactive pay beyond forty-five (45) days of the signing of the Agreement. Former employees who are eligible for retroactive pay must apply by registered letter or by personal attendance to the Employer.

24.09 Medical Examination Allowance

In a case where subsequent to the employee's last date of hiring, the Employer requires that an employee undergo a medical examination or obtain a medical certificate as a condition of employment with respect to a job, the Employer will, if such examination takes place outside the employee's regular working hours, pay such employee one (1) hour's pay at his regular hourly rate for time spent on such examination. This applies to full-time employees only classified as a housekeeping aide, personal support worker, laundry aide, adjuvant, craft supervisor, maintenance leader or maintenance helper.

- 24.10** When an RPN replaces an RN he/she will receive eighteen dollars (\$18.00) extra per shift for responsibility increases.

24.11 Allowance for Safety Gear – Maintenance

- (a) The Employer shall provide the maintenance workers with the following allowance for safety boots:

Full-time - \$190.00 yearly

Part-time - \$90.00 yearly

- (b) **Uniform Allowance**

All bargaining unit employees (with the exception of the maintenance employees) shall receive a uniform allowance of \$0.06 per hour worked. This is subject to full retroactivity.

24.12 Orientation Pay

Orientation pay of one dollar (\$1.00) extra per hour for the trainer.

The Employer shall offer the orientation duty on the basis of seniority in each Department.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The Employer and the Union agree to jointly review, on an annual basis, all job descriptions for which the Union is bargaining agent. Once reviewed and both parties mutually agree to any revisions, these descriptions shall be the recognized job descriptions unless the Employer or Union presents written objection within thirty (30) days of the finalization of the review and revisions.

25.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 - WELFARE BENEFITS

26.01 Pensions

The Employer agrees to implement the Ontario Municipal Retirement System Plan, for all full-time employees and agrees to explain and offer the pension plan to all part-time employees.

The manor will ensure that all employees will be provided with a direct electronic payment process for drug and dental expenses as well as the ability to submit any other Extended Health Plan claims through and electronic process.

26.02

A) Hospital and Medical Insurance

The Employer shall pay 100% of current premiums for the Hospital and Medical Insurance, for the duration of this agreement. Premiums for all benefits shall be paid for all full-time employees, regardless if they are considered the breadwinner of the family or not.

B) Dental Plan

The Employer shall pay 75% of the current O.D.A. schedule premiums for the Blue Cross Dental Plan No. 9 or the equivalent with an annual deductible feature of \$10.00 for individuals and \$20.00 for families. The terms and conditions governing the plan are contained in the insurance policy.

C) Weekly Indemnity Plan

The Employer shall pay 75% of the current premium for a Weekly Indemnity Plan based on 66 2/3 % 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 and to continue for 17 weeks. The terms and conditions governing the plan are contained in the insurance policy.

D) Long Term Disability Plan

The Employer shall pay 75% of the current premium for a Long Term Disability Plan based on 66 2/3 % of pre-disability earnings to a maximum of \$1,000.00 monthly. Benefits to commence after 120 days. Payable until age 65, retirement, or return to work. The terms and conditions governing the plan are contained in the insurance policy.

Any savings incurred by reducing the maximum from \$1,500.00 to \$1,000.00 will be shared equally between the employer and the full-time employees participating in the plan. The renewal date for the LTD plan is October 1st. Payment of employee share will be made as follows: 50% on April 1st, 50% on October 1st.

E) Vision Care Plan

The Employer will pay 75% of the current premiums for a vision care plan. The deductible will be \$25.00 annually for individuals and \$50.00 for families. The vision care benefit will provide the following:

- 1) Ocular examination including refraction limited to not more than one in any continuous period of 24 months for an adult and not more than one in any continuous period of 12 months for dependent child.
- 2) Treatment of eye for accidental injury or disease.
- 3) Diagnostic services for suspected disease.
- 4) Cost of frames, lenses and fitting of prescription glasses excluding any charges in excess of **two hundred and fifty dollars (\$250.00)** in any continuous period of 24 months.
- 5) The cost of fitting contact lenses prescribed as necessary of severe deformity of eye excluding any charges in excess of **two hundred and fifty dollars (\$250.00)** in any continuous period of 24 months.
- 6) Visual training by a licensed optometrist. The terms and conditions governing the plan are contained in the insurance policy.

F) Drug Plan

The Employer will pay 75% of the current premiums for a prescription drug plan for the duration of this Agreement. The terms and conditions governing the plan are contained in the insurance policy. The deductibles will be \$25.00 annually for individuals and \$50.00 for families.

26.03 Group Life Insurance

The Employer shall pay 100% of the current premiums for the Group Life Insurance Plan, for the duration of this Agreement. The terms and conditions governing the plan are contained in the insurance policy.

26.04 Supplementation of Compensation Award

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Compensation Act shall receive, at the employee's request, from the Employer, the difference between the amount payable by the Workers' Compensation Board and his regular salary. The said difference will be deductible from the employee's accumulated sick leave.

26.05 Legislation

If the premium paid by the Employer for any employee benefit is 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.

ARTICLE 27 - SAFETY AND HEALTH

27.01 Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

27.02 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.

27.03 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave, unless a Doctor or Nurse states that the employee is fit for further work on that shift.

27.04 Meals

All employees will be permitted to bring in their own meals if they so desire. The Employer will provide the employees with a proper place to eat their meals, and will also attempt to provide all employees with a locker.

27.05 Should employees be required by the Employer to go for a medical examination, the Employer agrees to reimburse the employees for the cost of said examination, if any.

27.06 Employees from housekeeping and laundry departments shall not be requested to climb stepladders with three (3) steps or more, during working hours.

27.07 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

27.08 Accident Report Form

When an accident occurs on the job and an accident report form is completed by the Employer, the Employer agrees to give the injured employee a copy of such report.

27.09 The Employer shall provide to the Health and Safety Committee access to all accident reports and safety records for employees in the bargaining unit.

27.10 Every employee shall be provided with instruction in performing his/her job duties and equipment related thereto. Evidence of such instruction shall be contained in a form agreed to by the joint health and safety committee. All employees who have been absent from the workplace for an extended period of time shall receive further instruction and documented training in performing his or her job duties and equipment related thereto.

27.11 Training and Technology

The Employer shall request the input of the Local in the development of new policies and procedures or refinement of existing ones in the area of training new employees.

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

The Employer agrees to cover the cost of an employee to take a course, in-services, or workshop that is required for the employee to maintain his/her current position. The cost of course, in-services, or workshop that are required in order to make the employee eligible to apply for any position posted a the manor are at the cost of the employee.

There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the regular hours of work whenever possible.

27.12 Transportation of Accident Victims

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

27.13 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Bulletin Boards

The employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 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.

29.02 This Agreement shall be translated in French and provided at no cost to employees who request copies of such. The cost will be shared equally between the Employer and the Union. The official collective agreement will be the English language version.

ARTICLE 30 - GENERAL

30.01 Plural or Feminine Terms May Apply

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

ARTICLE 31 - TERM OF AGREEMENT

31.01 Effective Date

The Agreement shall be binding and remain in effect from **May 1st, 2017, to April 30th, 2020** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to the termination date that it desires its termination or amendment.

31.02 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.

31.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of 30 and 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.

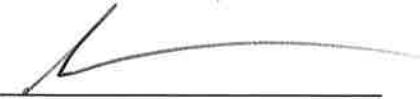
Dated at Kapuskasing, Ontario, this 28 day of NOVEMBER 2019


FOR THE EMPLOYER –
NORTH CENTENNIAL MANOR






FOR THE UNION
CUPE LOCAL 1214







Nc/cope 491

SCHEDULE "A"

1.4% INCREASE EFFECTIVE MAY 1st, 2017

	<u>MIN.</u>	<u>+4</u>	<u>+8</u>	<u>+12</u>	<u>+16</u>
ADJUVANT	\$ 22.37	\$ 22.95	\$ 23.59	\$ 24.16	\$ 24.77
	\$ -	\$ -	\$ -	\$ -	\$ -
CRAFT SUPERVISOR	\$ 22.37	\$ 22.95	\$ 23.59	\$ 24.16	\$ 24.77
	\$ -	\$ -	\$ -	\$ -	\$ -
SOCIAL SERVICE ASSISTANT	\$ 21.21	\$ 21.34	\$ 21.51	\$ 21.68	\$ 21.76
	\$ -	\$ -	\$ -	\$ -	\$ -
R.P.N.	\$ 25.80	\$ 26.39	\$ 27.04	\$ 27.62	\$ 28.24
	\$ -	\$ -	\$ -	\$ -	\$ -
H.C.A. / PSW	\$ 21.33	\$ 21.47	\$ 21.62	\$ 21.80	\$ 21.87
	\$ -	\$ -	\$ -	\$ -	\$ -
NURSING ASSISTANT	\$ 21.21	\$ 21.34	\$ 21.51	\$ 21.68	\$ 21.76
	\$ -	\$ -	\$ -	\$ -	\$ -
1st COOK	\$ 22.15	\$ 22.28	\$ 22.45	\$ 22.59	\$ 22.70
	\$ -	\$ -	\$ -	\$ -	\$ -
CHEF	\$ 23.09	\$ 23.22	\$ 23.39	\$ 23.53	\$ 23.65
	\$ -	\$ -	\$ -	\$ -	\$ -
AIDES	\$ 21.21	\$ 21.34	\$ 21.51	\$ 21.68	\$ 21.76
	\$ -	\$ -	\$ -	\$ -	\$ -
MTCE LDR	\$ 22.37	\$ 22.95	\$ 23.59	\$ 24.16	\$ 24.77
	\$ -	\$ -	\$ -	\$ -	\$ -
MTCE HLP	\$ 21.21	\$ 21.34	\$ 21.51	\$ 21.68	\$ 21.76

F.S.W. - DIETARY EMPLOYEES WITH FOOD SERVICE WOKER COURSE + .10 CENTS

SCHEDULE "A"

1.40% INCREASE EFFECTIVE MAY 1, 2018

	<u>MIN.</u>	<u>+4</u>	<u>+8</u>	<u>+12</u>	<u>+16</u>
ADJUVANT	\$ 22.68	\$ 23.27	\$ 23.92	\$ 24.50	\$ 25.12
	\$ -	\$ -	\$ -	\$ -	\$ -
CRAFT SUPERVISOR	\$ 22.68	\$ 23.27	\$ 23.92	\$ 24.50	\$ 25.12
	\$ -	\$ -	\$ -	\$ -	\$ -
SOCIAL SERVICE ASSISTANT	\$ 21.51	\$ 21.64	\$ 21.81	\$ 21.98	\$ 22.06
	\$ -	\$ -	\$ -	\$ -	\$ -
R.P.N.	\$ 26.16	\$ 26.76	\$ 27.42	\$ 28.01	\$ 28.64
	\$ -	\$ -	\$ -	\$ -	\$ -
H.C.A. / PSW	\$ 21.63	\$ 21.77	\$ 21.92	\$ 22.11	\$ 22.18
	\$ -	\$ -	\$ -	\$ -	\$ -
NURSING ASSISTANT	\$ 21.51	\$ 21.64	\$ 21.81	\$ 21.98	\$ 22.06
	\$ -	\$ -	\$ -	\$ -	\$ -
1st COOK	\$ 22.46	\$ 22.59	\$ 22.76	\$ 22.91	\$ 23.02
	\$ -	\$ -	\$ -	\$ -	\$ -
CHEF	\$ 23.41	\$ 23.55	\$ 23.72	\$ 23.86	\$ 23.98
	\$ -	\$ -	\$ -	\$ -	\$ -
AIDES	\$ 21.51	\$ 21.64	\$ 21.81	\$ 21.98	\$ 22.06
	\$ -	\$ -	\$ -	\$ -	\$ -
MTCE LDR	\$ 22.68	\$ 23.27	\$ 23.92	\$ 24.50	\$ 25.12
	\$ -	\$ -	\$ -	\$ -	\$ -
MTCE HLP	\$ 21.51	\$ 21.64	\$ 21.81	\$ 21.98	\$ 22.06

F.S.W. - DIETARY EMPLOYEES WITH FOOD SERVICE WOKER COURSE + .10 CENTS

SCHEDULE "A"

1.40% INCREASE EFFECTIVE MAY 1, 2019

	<u>MIN.</u>	<u>+4</u>	<u>+8</u>	<u>+12</u>	<u>+16</u>
ADJUVANT	\$ 23.00	\$ 23.60	\$ 24.25	\$ 24.84	\$ 25.47
	\$ -	\$ -	\$ -	\$ -	\$ -
CRAFT SUPERVISOR	\$ 23.00	\$ 23.60	\$ 24.25	\$ 24.84	\$ 25.47
	\$ -	\$ -	\$ -	\$ -	\$ -
SOCIAL SERVICE ASSISTANT	\$ 21.81	\$ 21.94	\$ 22.12	\$ 22.29	\$ 22.37
	\$ -	\$ -	\$ -	\$ -	\$ -
R.P.N.	\$ 26.53	\$ 27.13	\$ 27.80	\$ 28.40	\$ 29.04
	\$ -	\$ -	\$ -	\$ -	\$ -
H.C.A. / PSW	\$ 21.93	\$ 22.07	\$ 22.23	\$ 22.42	\$ 22.49
	\$ -	\$ -	\$ -	\$ -	\$ -
NURSING ASSISTANT	\$ 21.81	\$ 21.94	\$ 22.12	\$ 22.29	\$ 22.37
	\$ -	\$ -	\$ -	\$ -	\$ -
1st COOK	\$ 22.77	\$ 22.91	\$ 23.08	\$ 23.23	\$ 23.34
	\$ -	\$ -	\$ -	\$ -	\$ -
CHEF	\$ 23.74	\$ 23.88	\$ 24.05	\$ 24.19	\$ 24.32
	\$ -	\$ -	\$ -	\$ -	\$ -
AIDES	\$ 21.81	\$ 21.94	\$ 22.12	\$ 22.29	\$ 22.37
	\$ -	\$ -	\$ -	\$ -	\$ -
MTCE LDR	\$ 23.00	\$ 23.60	\$ 24.25	\$ 24.84	\$ 25.47
	\$ -	\$ -	\$ -	\$ -	\$ -
MTCE HLP	\$ 21.81	\$ 21.94	\$ 22.12	\$ 22.29	\$ 22.37

F.S.W. - DIETARY EMPLOYEES WITH FOOD SERVICE WOKER COURSE + .10 CENTS

SCHEDULE "B"

"WITHOUT PREJUDICE"

PROPOSED QUALIFICATIONS

1) ADJUVANT

- minimum grade 12 or equivalent plus Personal Support Worker certificate or R.P.N. certificate
- at least six (6) months experience in a long term care setting
- must be willing to take and successfully complete the Adjuvant training program

2) MAINTENANCE LEADER

- grade 12 or equivalent with demonstrated skills in plumbing, electricity, mechanics, computer skills and general repairs in a commercial setting.

3) CRAFT SUPERVISOR

- grade 12 or equivalent
- at least 2 years experience in long-term care
- related experience in crafts and recreation

4) COOK

- at least two (2) years experience cooking in a commercial or institutional setting
- be enrolled to take and successfully graduate from the Food Services Techniques Program at the community college level

5) PERSONAL SUPPORT WORKER/NURSING ASSISTANT

- Must have a minimum grade 12 and be enrolled and successfully graduate from the Personal Support Worker Course.

LETTER OF UNDERSTANDING

BETWEEN

**NORTH CENTENNIAL MANOR
(Hereinafter called the Employer)**

And

**CUPE Local 1214
(Hereinafter called the Union)**

RE: SCHEDULING

Whereas the parties agree that the present schedule requires some adjustments to ensure the following points:

- (1) That 1 weekend off every six weekends is not sufficient weekends off and that all employees should be scheduled more weekends off.
- (2) That there should be a minimum of 12 hours between all shifts.
- (3) That days off should be taken in blocks of 2 where possible.
- (4) That employees should not be required to rotate over different shifts and that consistent shifts is preferable at least a maximum of 2 rotation's.

Whereas the Employer and the Union have made a commitment to meet and attempt to consider the points above and try to demonstrate that it is possible and feasible to make such changes.

Therefore, the parties agree to establish a "scheduling sub-committee" of the Labour Management committee consisting of 1 member from the Union and selection by the Union to meet with management on an ongoing basis at a mutually agreed time but not less than a minimum of once per month for a maximum of 6 months.

The role of the committee will be to survey all employees in each department and determine the priority improvements to the scheduling language, demonstrate that the improvements can be made and that they are feasible, make recommendations for proposed collective agreement changes to the Union and management.

The overall goal is to make changes that will improve the scheduling language in the collective agreement.

The committee will prepare and to produce "draft" schedules attempting to meet the aforementioned standards identified in the first paragraph.

It is understood that the committee does not have the power to alter, change or amend the collective agreement and the present scheduling language must continue to be adhered to and any changes to the collective agreement will be ratified by the members.

THIS AGREEMENT MADE AND ENTERED INTO THIS 28 DAY OF NOVEMBER, 2019.

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL UNION 1214

SIGNED ON BEHALF OF THE NORTH CENTENNIAL MANOR



Rachel W. [unclear]

Louise Hammond

Herbert Petru

N. [unclear]



[unclear]

Herbert Petru

Linda Penney