

COLLECTIVE AGREEMENT

BETWEEN

**SANDFIELD PLACE
CORNWALL**
(the Employer)

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 503**
(the Union)



Term: May 16, 2017 to May 15, 2019

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PREAMBLE

Whereas it is the desire of both Parties to enter into 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) Both Parties agree to act in a fair and reasonable manner.

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;

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the right of the Company to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, for just cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities.

1.02 No Discrimination

The Parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* by reason of race, creed, colour, age, sex, marital status, ethnic origin, ancestry or place of origin, citizenship, family status, disability or sexual orientation.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

All Employees of Sandfield Place employed in the City of Cornwall, Ontario, save and except the administrative assistant, Registered Nurses, Supervisors, and those above the rank of Supervisor.

02 Contracting Out

The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any Employee other than a casual part-time Employee occurs.

2.03 No Other Agreements

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

2.04 Representatives 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 or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of the Collective Agreement provided prior notice has been given to the Employer.

2.05 Definition of Employee

- a) A "full-time" Employee shall be deemed to be an Employee who works at least sixty (60) or more hours every two (2) weeks.
- b) A "part-time" Employee shall be deemed to be an Employee who regularly works less than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis, as required, and in respect of whom there is advance scheduling.
- c) A "casual" Employee is an Employee who works on an on-call basis.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS**3.01 No Strikes and Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act HLDAA*) and Regulations.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF**4.01 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.

4.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees, Local 503, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers 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.

4.03 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/her 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 fifteen (15) minutes duration.
- (c) New Employees
The Union shall be notified in writing of the full name, position, employment status (full-time, part-time, temporary, casual) and the start date of all new employees hired into the bargaining unit within one (1) week of their first shift worked.

4.04 T4 Slips

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

4.05 Employer Liability

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.

4.06 Contact Information

The Employer will provide the Union with a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number.

The list will also indicate if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided, twice yearly January 1st and July 1st, in an electronic format to the Union contact designated by the local union executive.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence

All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the local Union President or his/her designate and National Representative of the Union.

ARTICLE 6 – UNION - MANAGEMENT RELATIONS

6.01 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. The Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Union Officers and Committee Members

Union officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitrations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various Committees, shall be considered as time worked.

6.03 Bargaining Committee

The Union may appoint up to two (2) Employees as members of the Bargaining Committee. The Union may be assisted in bargaining by representatives from Local 503 and CUPE National Representative(s).

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to: attendance at meetings with the Employer and participation in negotiations and arbitration. Permission to leave work during work for such purposes shall first be obtained from the immediate supervisor. Permission to leave work for such purposes shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked.

6.04 Union - Management Committee

The Parties agree to establish a joint Union-Management Committee: two (2) members to be appointed by the Union and two (2) members to be appointed by the Employer, to discuss items of mutual interest between the Parties. The Committee shall meet from time to time and not less than once per month. All matters for discussion shall be identified in writing as an Agenda to be submitted to the Committee Members seven (7) days prior to the meeting. Committee membership may be increased by mutual agreement. CUPE Representative(s) may attend. Attendance at Union-Management Committee meetings shall be considered as time worked.

Workload issues may be submitted to the Committee. The Employer will respond in writing within two (2) weeks after any workload issue(s) has(ve) been discussed by the Committee.

6.05 Health and Safety Committee

The Parties agree to abide by the *Occupational Health and Safety Act* and its regulations. 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.

Two (2) bargaining unit Employees shall be members of a joint Union-Employer Health and Safety Committee which shall identify potential dangers, recommend means of improving the health and safety programs, and obtain information from the Employer or others respecting the identification of hazards and applicable standards. The Committee shall meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Union and to the Employer.

Two (2) representatives of the Joint Health and Safety Committee, one (1) member from Management and one (1) Employee selected on a rotating basis, from among members of the Bargaining Unit, 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, the Committee shall be notified immediately and shall investigate and report, as soon as possible, on the nature and causes of the accident or injury. The Committee shall be notified of the inspection or any government inspector and Committee representatives are entitled to contact the government inspector on his or her inspection. Scheduled time spent in all such activities shall be considered as time worked at the applicable rates.

The Joint Health and Safety Committee and its representatives shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 For the purposes of this Agreement, a grievance is a complaint which has been reduced to writing respecting the meaning and/or application of the provisions of this Agreement and all matters pertaining thereto. A grievance may concern a difference arising between an Employee and the Employer or the Union and the Employer.

Complaint Step

7.02 The Parties to this Agreement share a desire to adjust Employee complaints as quickly as possible. An Employee shall discuss his/her complaint with his/her immediate supervisor within ten (10) days of the occurrence giving rise to the complaint, where possible, so as to afford the supervisor an opportunity to resolve the complaint. The Employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

7.03 It is agreed that an Employee shall not file a grievance until he/she has discussed his/her complaint with his/her supervisor in accordance with Clause 7.02.

7.04 When an Employee has presented his/her complaint to his/her supervisor, and the complaint has not been resolved to his/her satisfaction within ten (10) days of the meeting, he/she may file a grievance with the Union Grievance Committee. The grievance must be signed and dated by the Employee within thirty (30) days of the day on which he/she was notified or became aware of the incident giving rise to the grievance or within ten (10) days of the receipt by him/her of his/her supervisor's reply to his/her complaint, whichever shall last occur.

Step 1

7.05 Where an Employee has filed a grievance with the Union Grievance Committee, the Union may, within ten (10) days from the date thereof, present the grievance to the Supervisor or designate. The Supervisor or designate, with whom the grievance has been filed, or designate, shall meet with the Grievor and the Union representative within ten (10) days from the day on which it was received and date-stamped by his/her office and shall, within ten (10) days from the meeting, render his/her decision in writing.

7.06 If the Supervisor, or designate:

- (i) fails to meet the Grievor and the Union representative; or
- (ii) fails to render his/her decision to the Grievor and the Union representative within the time prescribed in Clause 7.05, or
- (iii) The decision is not acceptable to the Grievor and the Union representative;

the Union Grievance Committee may forward a copy of the grievance to the Director or designate within thirty (30) days from the day on which the grievance was received and date-stamped by the office of the Director or designate, or ten (10) days following the meeting or the grievance response, whichever occurs last.

Step 2

- 7.07** The Director or designate shall, within twenty (20) days of the date the grievance was received and date-stamped in his/her office, meet with the Grievor and the Union representative, and shall within ten (10) days of the meeting, notify the Union in writing of his/her decision with regard to the grievance.

If the Director has been presented the grievance or responded to the grievance at Step 1, it shall be deemed that Article 7.07 has been fulfilled and Article 7.08 applies.

- 7.08** In the event the decision of the Director or designate is not acceptable to the Union, the Union may notify the Director of the Union's desire to submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement, within twenty (20) days of the receipt and date-stamp by the Union office of the decision.

7.09 Employer Grievance

In the event that the Director or designate is unable to resolve a matter referred by the Employer to the Union Grievance Committee, the Director or designate may notify the Chair of the Union Grievance Committee within ten (10) days of the receipt and date-stamp by the office of the Director or designate, of the decision of the Chair of the Union Grievance Committee that the Employer desires to submit the grievance to arbitration for final disposition, in accordance with the procedure for arbitration of grievances contained in this Agreement.

7.10 Discharge Grievance

Where a grievance relates to the discharge of an Employee, the grievance procedure shall start with the Director or designate in accordance with Step 2 (Clause 7.07).

7.11 Policy Grievance

Where a policy grievance is initiated by the Union, the grievance procedure shall start with the Director or designate.

- 7.12** At any stage in the grievance procedure the Grievor may be present and shall be represented by the Union in the presentation of their complaint or grievance.

- 7.13** The time limits expressed in this Article are working days and may only be extended by mutual Agreement between the Union and the Director or designate.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01** Any dispute or grievance concerning the interpretation or alleged violation of this Agreement including any question as to whether a matter is arbitrable which having passed through the grievance procedure outlined in Article 7 still remains unresolved, may be submitted to arbitration. Either Party to the Agreement desirous of exercising this provision shall give notice of intention to the other Party and at the same time appoint its member to the Board of Arbitration. The other Party shall, within a period of seven (7) working days, appoint its member to the Board of Arbitration. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the

Chair of the Board. The Parties may mutually agree to use a single arbitrator in lieu of a Board.

- 8.02** If within ten (10) working days the two (2) members have not reached Agreement, the matter shall be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair. The decision of the Board of Arbitration shall be final and binding on both Parties to the Agreement as well as upon the Employee or Employees involved in the dispute.
- 8.03** The Board of Arbitration or single Arbitrator shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.
- 8.04** Each Party shall bear the expenses of its own member and shall bear equally the expense of the Chair or the single Arbitrator and all other expenses of the arbitration.
- 8.05** In the case of an Employee who has been found to be unjustly suspended or discharged, he/she shall be reinstated and have all rights and benefits restored.
- 8.06** Nevertheless, in any situation where the Board of Arbitration or the single Arbitrator determines that there is cause for discipline, suspension or discharge, it shall have the power to modify any penalty imposed by the Employer and to take whatever other action is just and equitable in the circumstances.
- 8.07** **List of Arbitrators**
The Union and the Director shall, by mutual Agreement, establish a list of “agreed to” arbitrators, who may be used as determined by the Parties sitting as single arbitrators or as members of Arbitration Boards as described in 8.01.

(See letter of Understanding #1 – Alternative Dispute Resolution.)

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Clearing the File

The record of an Employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided that the Employee has remained discipline free following the imposition of the initial discipline.

9.02 Discipline Notices

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, or omission as the case may be, or that dismissal may follow if such Employee fails to bring his/her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Local President and to the Employee involved. This copy shall be presented to the Employee in the presence of his/her steward.

9.03 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 7, Grievance Procedure. Step I of the Grievance Procedure shall be omitted in such cases.

9.04 Access to Personnel File

An Employee shall have the right during normal business hours and upon provision of reasonable notice, to have access to and review a copy of his/her personnel file. The Employee is entitled to receive a copy of the file if requested. An Employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

9.05 Right to Have Steward Present

Where management or its designate intends to interview any employee for disciplinary purposes, the employee shall be notified in advance of the purpose of the interview in order that the employee may contact his/her Union Representative or Steward to be present at the interview. The Employer may suspend the employee with pay, pending the interview, in an emergency. The unavailability of a Union Representative or Steward shall not delay the meeting more than seventy-two (72) hours. The Employer may designate a Union Representative or Steward to attend if that becomes necessary to meet the 72-hour limit.

Apart from the above, an employee shall have the right to request the presence of a Union Representative or Steward at any discussion which the employee believes might be the basis of disciplinary action. The Employer may designate a Union Representative or Steward to attend if the employee's choice or choices are not available within the time prescribed by the Employer.

ARTICLE 10 - SENIORITY**10.01 Seniority Defined**

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time Employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall. Seniority shall operate on a bargaining, unit-wide basis.

10.02 Seniority List

An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of every year. An Employee's name shall not be placed on the seniority list until he/she has completed his/her probationary period.

10.03 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. An Employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the date of last hire.

10.04 Loss of Seniority

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

An Employee shall only lose his/her seniority and be deemed terminated:

- a) He/She is discharged for cause and is not reinstated.
- b) He/She resigns in writing and does not rescind within twenty-four (24) hours.
- c) He/She is absent from work in excess of three (3) scheduled shifts without sufficient just cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) He/She fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.
- e) He/She is laid off in excess of twenty-four (24) months.

10.05 Transfers and Seniority outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without his/her written consent. An Employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee returns to a position in the bargaining unit within twelve (12) months, he/she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

If an Employee transfers from part-time to full-time, the method shall be used to calculate his/her seniority from one group to another for purposes of establishing anniversary date: 1560 hours PAID equals one (1) year.

If an Employee transfers from full-time to part-time, the following method shall be used to calculate his/her seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1560 hours PAID.

NOTE: Progression on vacation grid to be based on 1560 PAID hours. Progression on wage grid to be based on 1950 PAID hours. Seniority accrued and transferred on the basis of 1800 PAID hours.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin board with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested Employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board. Vacancies created by the filling of an initial permanent vacancy will be posted for a period of five (5) consecutive calendar days.

b) Temporary Vacancies

A vacancy that occurs of more than three (3) months' duration will be posted. Temporary vacancies anticipated to be less than three (3) months' duration shall not be posted unless otherwise agreed between the Employer and the Union.

11.02 Information in Postings

The job posting notice shall contain the following information: classifications, qualifications, rate, shift and location.

11.03 No Outside Advertising

No outside advertising for additional Employees shall be made until current Employees have had a full opportunity to apply as provided in Article 11.01a.

11.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job

11.05 Trial Period

The successful applicant to a job posting will be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period twenty (20) working days. In the event that the successful applicant proves unsatisfactory in the position, during the trial period, or if the successful applicant wishes to return to his/her former position, he/she shall be returned to his/her former position and salary without loss of seniority. Any other Employee who is promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority.

11.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls or terminations of employment in the bargaining unit.

Notices of such appointments shall also be posted on the Employer's main bulletin board.

11.07 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within no later than seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the Parties will review the rate, the Employer's rationale for establishing the rate, and the reasons why the Union disagrees with the rate. If the Parties reach Agreement, the Agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the Parties are unable to reach an Agreement, either Party may refer the dispute to arbitration, as provided for in this Agreement, provided the referral is made within fifteen (15) days of the meeting. Any changes awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Layoffs and Recall

Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly scheduled hours of any full-time or part-time Employee.

12.02 Notice of Layoff

In the event of a proposed layoff of a temporary and/or permanent and/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.
- (b) Provide affected Employees with notice in accordance with the *Employment Standards Act*. The Act will be considered to provide the following additional notice:
 - for service greater than nine (9) years, nine (9) weeks of notice;
 - for service greater than ten (10) years, ten (10) weeks of notice;
 - for service greater than (11) eleven years, eleven (11) weeks of notice;
 - for service greater than (12) twelve years, twelve (12) weeks of notice;
- (c) meet with the Union through the Labour Management Committee to review the reasons for and expected duration of the layoff, 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 layoff and related provisions in this Collective Agreement.

12.03 Layoff Procedure

- (a) In the event of layoff, the Employer shall lay off Employees in reverse order of seniority within their classification, provided that there remain, on the job, Employees who are able to meet the normal requirements of the job.
- (b) An Employee who is subject to lay-off shall have the right to either:
 - i) Accept the layoff; or
 - ii) Displace an Employee who has less bargaining unit seniority in a lower or identical paying classification provided he/she 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 (7) days of the date of the notice of layoff issued by the Employer.
- iv) 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.
- v) An Employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he/she has the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled.
- vi) 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.
- vii) It is the responsibility of the Employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.
- viii) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed six (6) weeks. 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.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

The normal hours of work shall be eight (8) hours per day, inclusive of a half hour unpaid meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.

In no instance will any Employee be required to work more than six (6) consecutive days without receiving his/her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day or days per week.

13.02 Days Off

A full-time Employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

13.03 Working Schedule

The hours of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance.

There shall be no split shifts.

Employee requests for consideration in scheduling shall be submitted to the Employer at least four (4) weeks in advance of a posted schedule. Requests submitted less than four (4) weeks in advance will be considered if possible.

The schedule will be posted in ink and will not be changed without the consent of the employee involved.

The Union shall receive a copy of the said schedules, on request.

13.04 Rest Period

All Employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer.

13.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an Employee has received prior notice not to report for work.

13.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other Employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the Employee working the shift.

13.07 Time Off Between Shifts

Full-time Employees are to be allowed a minimum of sixteen (16) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the sixteen (16) hours is not granted, the Employee shall be paid such hours of work at the rate of time and one-half (1½).

Part-time and casual employees are to be allowed a minimum of twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the Employer shall be paid the rate of time and one-half (1½).

The Employer and the Union agree to continue the scheduling practices of Sharon Spence and those who work as Main Cook.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

Overtime for Employees shall be paid for all hours worked in excess of seven and a half (7.5) hours in a shift of seventy-five (75) hours bi-weekly at the rate of one and one-half (1 ½) times the Employee's regular straight time hourly rate of pay.

All overtime must be authorized by the Employer.

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

14.02 Payment on a Holiday

On a holiday when the Employee was not scheduled to work but who works, overtime will be paid at the rate of two (2) times the Employee's regular straight time hourly rate.

14.03 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.

14.04 Minimum Call-Back Time

When an Employee is called back to work after leaving the nursing home, or upon completion of his/her shift, such Employee shall be paid at time and one-half (1½) his/her regular rate of pay for actual hours worked with a minimum of four (4) 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 time and one-half (1½) of the Employee's regular straight time hourly rate for the actual hours worked until the commencement of the shift.

14.05 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the Employee and the Employer.

14.06 Pyramiding

Overtime premiums will not be pyramided.

ARTICLE 15 – HOLIDAYS

15.01 The following Holiday Pay provisions apply to all Employees:

List of Holidays

The Employer recognizes the following as paid holidays:

1. New Year's Day
2. Family Day / Heritage Day (February)
3. Good Friday

4. Victoria Day
5. Canada Day
6. Civic Holiday (August)
7. Labour Day
8. Thanksgiving Day
9. Christmas Day
10. Boxing Day (December 26th)

The Employer agrees to grant Employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

15.02 Holiday Qualifications

In order to be entitled to receive payment for holidays, the Employee must work his/her scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or because of absence due to illness. If an employee is scheduled to work on a holiday and fails to work his/her entire shift, he/she is not entitled to holiday pay.

15.03 Payment for Holidays

An Employee who is required to work on a holiday 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), at a mutually agreeable time, to be taken within sixty (60) days after the holiday. Payment for such lieu day will be based upon the entitlement the Employee would otherwise have been eligible to receive for the holiday at straight time hourly rates.

15.04 Holidays for Days Off

Where any holiday falls on an Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual Agreement, a day's pay in lieu thereof.

15.05 Christmas or New Year's Off

The holiday schedule shall provide that every Employee shall have at least Christmas or New Year's Day off.

ARTICLE 16 – VACATIONS

Effective the first vacation period following issue of award:

16.01 Length of Vacation

a) Full-time

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	2 weeks at 4%
Three (3) years of service	3 weeks at 6%
Eight (8) years of service	4 weeks at 8%
Fifteen (15) years of service	5 weeks at 10%
Twenty-three (23) years of service	6 weeks at 12%

b) Part-time

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	2 weeks at 4% of total earnings
Three (3) years of service	3 weeks at 6%
Eight (8) years of service	4 weeks at 8%
Fifteen (15) years of service	5 weeks at 10%
Twenty-three (23) years of service	6 weeks at 12%

An Employee whose entitlement is adversely affected by these changes, grand-parented.

16.02 Holidays During Vacation

If a paid holiday falls during an Employee's vacation period, he/she shall be granted an additional day's vacation with pay for each holiday, in addition to his/her regular vacation time.

16.03 Vacation Pay on Termination

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

16.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

16.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacations requests must be made no later than March 15th. The vacation schedule for this period shall be posted no later than May 15th.

Vacation schedules shall not be changed unless mutually agreed to by the Employee and the Employer.

16.06 Unbroken Vacation Period

An Employee shall be entitled to receive his/her vacation in an unbroken period of (1) one week blocks unless otherwise mutually agreed upon between the Employee and the Employer.

16.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the Employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an Employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave

Sick leave shall be earned on the basis of one and one-quarter (1 ¼) day for every month of service. Maximum accumulation, 150 days. The unused portion of an Employee's sick leave shall accrue to his/her future benefit.

17.02 Proof of Illness

Where an Employee is required to provide a doctor's certificate, certifying that the Employee was unable to carry out her duties due to illness, and where there is a cost, such cost to be paid by the Employer.

17.03 Payment of Sick Leave

If an Employee dies, the value of any unused sick credits shall be paid to the Employee's estate.

If an Employee retires, the Employee will be paid for unused sick credits.

The Employer shall annually provide to each Employee a statement of their sick leave accumulation.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave of absence for valid personal reasons and/or educational advancement related to their career path, such requests to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

18.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry Union business, provided that Employees shall be required to obtain the permission of the Employer before leaving their employment.

18.03 Leave for Union Function

Upon notification to the Employer of not less than fourteen (14) days, an Employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for such pay and benefits.

18.04 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

18.05 Bereavement Leave

- a) In the event of death of an Employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the Employee shall be entitled to leave of absence without loss of pay for five (5) consecutive days.
- b) In the event of death of an Employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employee shall be entitled to leave of absence without loss of pay for three (3) consecutive days.
- c) In the event of death of an Employee's aunt, brother-in-law, sister-in-law, uncles, former or legal guardian, niece or nephew or any other second degree relative, the Employee shall be entitled to leave of absence without loss of pay for one (1) day.

18.06 Pregnancy and Parental Leave

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

18.07 Jury or Court Witness Duty

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

Time spent by an Employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of the employee's employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

18.08 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.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Shift Premium

The Employer agrees to pay a shift premium of thirty (30) cents per hour to Employees for each hour worked between the hours of 2:00 p.m. and 6:00 a.m.

Weekend Premium

Employees shall be paid a Weekend Premium of fifteen (15) cents per hour for all hours worked between Friday at 10:00 p.m. and Sunday at 11:59 p.m. This premium shall be in addition to the regular Shift Premium.

Effective September 12th, 2018, employees will be paid a weekend premium of twenty-five cents (25¢) per hour for all hours worked between Friday at 10 pm and Sunday at 11:59 pm. This premium shall be in addition to the regular Shift Premium.

19.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

Payment will be made by means of direct deposit to each Employee's bank account.

A statement of earnings and deductions for the current period will be made available to Employees each payday at the business or at the nurses' station.

19.03 Pay During Temporary Transfer

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

19.04 Uniform Allowance

All Employees shall receive a uniform allowance of seven (7) cents per hour.

19.05 PSW Certification

All Employees who have or obtain a PSW Certificate shall receive a premium of thirty (30) cents per hour.

19.06 Responsibility Allowance

Effective September 12th, 2018, where an RN is absent from her or his 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.

ARTICLE 20 - BENEFITS**20.01 Master Policy**

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits. All employees will continue to be provided with the carrier's current benefit booklet outlining the benefits as set out in Schedule "B" attached hereto.

20.02 Health and Welfare – Premium In Lieu

Part-time and casual employees shall receive six percent (6%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

20.03 Pension Plan

Effective May 1, 2017, participation in the Nursing Homes and Related Industries Pension Plan with normative language at a three percent (3%) contribution by both the Employer and Employees.

Effective October 12th, 2018 participation in the Nursing Homes and Related Industries Pension Plan with normative language at a four percent (4%) contribution by both the Employer and employees.

ARTICLE 21 – GENERAL CONDITIONS

21.01 Bulletin Board

The Employer shall provide a locked 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.

21.02 Staff Room Lockers

The Employer will continue to provide Employees with appropriate lockers and staff room facilities.

21.03 Plural or Feminine Terms May Apply

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

21.04 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award, or written notice of ratification, and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall equally share the printing costs.

ARTICLE 22 - RETROACTIVITY

Increases to the wage rates shall be retroactive to May 16th, 2017. Where Employees either have left the employ of the Employer and/or have entered into the employ of the Employer since May 16th, 2017, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the date of receipt of the Award and/or receiving written notice of ratification.

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

ARTICLE 23 - TERM OF AGREEMENT

23.01 Effective Date

The term of this Agreement shall be from May 16, 2017 to May 15, 2019 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.

23.02 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.

Signed this _____ day of _____, 2018.

FOR the Employer

FOR C.U.P.E. LOCAL 503-Sandfield Place

SCHEDULE A: WAGES

PAY RATES

May 16, 2017: 1.4%

May 16, 2018: 1.4%

Pay Rates

Nursing

	START	450 Hrs	1 YR. 1950 HRS P/T	2YR. 3900 HRS P/T	5YRS. 9750 HRS P/T
R.P.N.					
May 16-2014	\$ 20.19	\$21.57	\$ 22.11	\$ 22.64	\$ 23.17
May 16-2015 1.5%	\$ 20.49	\$21.89	\$ 22.44	\$ 22.98	\$ 23.52
May 16-2016 1.3%	\$ 20.76	\$22.18	\$ 22.73	\$ 23.28	\$ 23.82
May 16-2017 1.4%+30	\$ 21.35	\$22.79	\$ 23.35	\$ 23.90	\$ 24.46
May 16-2018 1.4%+30	\$ 21.95	\$23.41	\$ 23.98	\$ 24.54	\$ 25.10

P.S.W. RETIREMENT / HCA

Activity

Restorative Care

P.S.W.					
May 16-2014	\$ 16.40	\$17.73	\$ 18.46	\$ 18.73	\$ 19.26
May 16-2015 1.5%	\$ 16.65	\$18.00	\$ 18.74	\$ 19.01	\$ 19.55
May 16-2016 1.3%	\$ 16.86	\$18.23	\$ 18.98	\$ 19.26	\$ 19.80
May 16-2017 1.4%	\$ 17.10	\$18.49	\$ 19.25	\$ 19.53	\$ 20.08
May 16-2018 1.4%	\$ 17.34	\$18.74	\$ 19.52	\$ 19.80	\$ 20.36

PSW Certificate + .30

DIETARY

Cook					
May 16-2014 2%	\$ 17.79	\$19.17	\$ 19.80	\$ 20.12	\$ 20.68
May 16-2015 1.5%	\$ 18.06	\$19.46	\$ 20.10	\$ 20.42	\$ 20.99
May 16-2016 1.3%	\$ 18.29	\$19.71	\$ 20.36	\$ 20.69	\$ 21.26
May 16-2017 1.4%	\$ 18.55	\$19.99	\$ 20.64	\$ 20.98	\$ 21.56
May 16-2018 1.4%	\$ 18.81	\$20.27	\$ 20.93	\$ 21.27	\$ 21.86

Dietary Aide & HOUSEKEEPING	Dietary Aide					
	May 16-2014	\$ 16.40	\$17.73	\$ 18.46	\$ 18.73	\$ 19.26
	May 16-2015 1.5%	\$ 16.65	\$18.00	\$ 18.74	\$ 19.01	\$ 19.55
	May 16-2016 1.3%	\$ 16.86	\$18.23	\$ 18.98	\$ 19.26	\$ 19.80
	May 16-2017 1.4%	\$ 17.10	\$18.49	\$ 19.25	\$ 19.53	\$ 20.08
	May 16-2018 1.4%	\$ 17.34	\$18.74	\$ 19.52	\$ 19.80	\$ 20.36

450
START Hrs 1 YR. 2YR. 5YRS.
6% Lieu of Benefits for Part Time & Casual Employees
PSW Certificate + .30

Vacation Rate	1560hrs	4680 Hrs	12480 Hrs	23400 Hrs
	4%	6%	8%	10%

SCHEDULE B

CURRENT ARTICLE 20 BENEFITS

Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period. The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to two (2x) times an employee's annual earnings for the most recently completed calendar year.

Extended Health Care

The Employer shall provide all full-time who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay eighty percent (80%) of the premiums and the Employee shall pay twenty percent (20%) of the premiums.

BENEFIT PERCENTAGE (CO-INSURANCE)

Full-time employees:

100% for Hospital Care

100% for Vision Care

80% for Medical Services and Supplies, Professional Services, Drugs

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

The Benefit Percentage for Emergency Travel Assistance is 100%.

WAITING PERIOD

None for employees hired on or prior to the Policy Effective Date

Three (3) months for all other Employees.

COVERED EXPENSES AND MAXIMUMS (PER INSURED PERSON)

Hospital: semi-private, unlimited

DRUG PLAN:

Prescription Drugs:

Fertility Drugs: \$1500.00 per lifetime

Anti-Smoking Drugs: \$300.00 per lifetime

All other Covered Drug Expenses: unlimited

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's physician.

PROFESSIONAL SERVICES:

Chiropractor: \$300.00 per calendar year(s)
 Osteopath: \$300.00 per calendar year(s)
 Podiatrist/Chiropodist: \$300.00 per calendar year(s)
 Massage Therapist: \$300.00 per calendar year(s)
 Naturopath: \$300.00 per calendar year(s)
 Speech Therapist: \$300.00 per calendar year(s)
 Physiotherapist: \$300.00 per calendar year(s)
 Psychologist: \$300.00 per calendar year(s)

VISION CARE:

Prescription Glasses: \$200.00 per 2 calendar year(s)
 Contact Lenses: (where medically necessary) : \$200.00 per 2 calendar year(s)
 Visual Training: \$200.00 per lifetime

MEDICAL SERVICES AND SUPPLIES

Private Duty Nursing: \$10,000.00 per calendar year(s)
 Stock Item Orthopaedic Shoes: \$150.00 per calendar year(s)
 Custom Made Orthotics: \$150.00 per calendar year(s)
 Referral outside Canada for medical treatment available in Canada: \$3,000.00 per 3 calendar year(s).
 Out-of-Canada Maximum: \$5,000.00 per lifetime
 Hearing Aids: \$500.00 per 5 calendar year(s)
 Surgical Stockings: 4 pairs per calendar year
 Surgical Brassieres: 4 per calendar year
 All other Medical Services and Supplies: unlimited

EMERGENCY TRAVEL ASSISTANCE

Emergency Travel Assistance, a Travel Assist Benefit, is provided up to the maximum shown in the description of this Covered Expense under the Extended Health Care Benefit.

Dental Benefits

The Employer shall provide all full-time employees who have completed their probationary period with a Dental Plan. The Employer shall pay eighty percent (80%) of the premiums and the Employee shall pay twenty percent (20%) of the premiums.

DEDUCTIBLE

Individual: \$25.00 per calendar year(s)

Family: \$50.00 per calendar year(s)

BENEFIT PERCENTAGE (CO-INSURANCE)

80% for Level I – Basic Services

80% for Level II – Supplementary Basic Services

Maximums

\$1500.00 per calendar year combined for Level I and Level II

DENTAL FEE GUIDE

Current Ontario Dental Association Approved Fee Guide for General Practitioners

WAITING PERIOD

None for Employees hired on or prior to the Policy Effective Date

Three (3) months for all other Employees

LETTER OF UNDERSTANDING #1

BETWEEN

SANDFIELD PLACE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 503

Alternative Dispute Resolution

The Parties agree that the expeditious resolution of workplace disputes is mutually beneficial. The Parties will continue to hold pre-arbitration meetings on a regular basis to schedule grievances referred to arbitration under Article 9 for either arbitration or to a mediation/arbitration process agreed to between the Parties. The Parties commit to working in good faith toward Alternative Dispute Resolution processes in an effort to resolve grievances referred to arbitration under Article 9 of the Collective Agreement within a maximum of one year from the date of that referral.

Signed this _____ day of _____, 2018.

FOR the Employer

FOR C.U.P.E. LOCAL 503-Sandfield Place

APPENDIX #I

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Effective the first pay period immediately following May 1st, 2017, the following Article shall apply.

1. In this Article, the terms used shall have the meanings as described:

.01 “Plan” is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” is defined as the basic straight time wages for all hours worked, including:

- (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” is defined as employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

.02 Effective May 1st, 2017, each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three percent (3%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three percent (3%) of Applicable Wages to Plan.

Effective October 12th, 2018, each Eligible Employee covered by this Collective Agreement shall contribute from 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 Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Page 2

- .03 The Employee and 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.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide the Plan Executive Director, 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 Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

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

(i) To be provided once only at Plan commencement:

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

(ii) To be provided with each remittance:

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable earnings
- Year to date contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**Page 3**

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

- Full address as provided to the Employer by the Employee
- Termination date where applicable (MM/DD/YY)

(iv) To be provided once if they are readily available:

- Gender
- Marital Status

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

- .06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

APPENDIX #II

List of acceptable arbitrators

Barry Goodfellow

Barry Stephens

Brian Sheehan

Brian Keller

Kevin Burkett

David Starkman

Christine Schmidt