

COLLECTIVE AGREEMENT

BETWEEN:

RIVERPARK PLACE RETIREMENT RESIDENCE

(Hereinafter referred to as the "Employer" Party of the first part)

AND



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 503**

(Hereinafter referred to as the "Union" Party of the second part)

January 1st, 2019 to December 31st, 2022

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PREAMBLE

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

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.
- (3) To encourage efficiency in operations.
- (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;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – RECOGNITION/SCOPE

1.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Riverpark Place Retirement Residence in the City of Ottawa, save and except, supervisors and persons above the rank of supervisor and one (1) Office Assistant.

1.02 Scope of Bargaining Unit Work

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except:

- (a) in case of emergency;
- (b) when instructing other employees;
- (c) when performing experimental work;
- (d) when regular employees are not available.

The performance of bargaining unit work by supervisors shall not materially increase beyond the extent of duties and hours as performed prior to the date of ratification of this Collective Agreement. For the purpose of this provision, any increase in supervisors' duties and/or hours as a result of the exceptions noted above shall not be considered an "increase".

1.03 No Contracting Out

The Employer shall not contract out any work regularly performed by members of the bargaining unit if such contracting out will result in the lay-off of any member of the bargaining unit.

1.04 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

1.05 Representatives of CUPE and its Local 503

The Employer agrees to recognize the Union's Labour Representatives and the right at any time of bargaining unit employees, to have the assistance of representatives of the Canadian Union of Public Employees and its Local 503 or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises, as is reasonably necessary upon arranging for the same in advance with the Employer, in order to deal with any matters arising out of this Collective Agreement.

1.06 Definition of Employee

a) Full-Time Employee

A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work fifty-six (56) hours or more per two (2) week pay period.

b) **Part-Time Employee**

A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work less than fifty-six (56) hours per two (2) week pay period.

c) **Casual Employee**

A casual employee is an employee who is not regularly scheduled to work but who works on an "as needed" basis and is called in when required.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its workforce, operations and affairs including but not limited to the Employer's right to:

- (a) Maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (b) Hire, direct, promote, demote, transfer, assign, classify, lay off, recall, discipline, suspend or otherwise discharge employees, provided that a claim by an employee who has completed his probationary period that he has been disciplined without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (c) Determine job content, create and abolish jobs;
- (d) Determine and establish standards of welfare, safety and comfort of the residents of the Employer;
- (e) Plan, direct, evaluate, control, determine the number of personnel required and schedule the work of the employees in the operations of the Employer.

The question of whether any of the above rights are modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

ARTICLE 3 – NO STRIKE OR LOCKOUT

- 3.01** In recognition of the provisions of the *Hospital Labour Disputes Arbitration Act*, as amended from time to time, the parties agree that while this Collective Agreement remains in effect, there shall be no strike or lockout. The words “strike” and “lock-out” as used herein are agreed to have the meanings defined for these words in the *Ontario Labour Relations Act*, as amended from time to time.

ARTICLE 4 – NO DISCRIMINATION, HARASSMENT OR INTERFERENCE

4.01 No Interference

The Employer and the Union agree that there shall be no discrimination, intimidation, restraint or coercion exercised or practiced with respect to any employee because of her Union membership or non-membership, or against any employee because of her Union activity or lack of activity within the provisions of this Collective Agreement.

4.02 No Discrimination and/or Harassment

The Employer and the Union agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* as amended from time to time against any employee by reason of the employee's race, colour, ancestry, creed, place of origin, ethnic origin, citizenship, sex, sexual orientation, gender identity, gender expression, age, family or marital status, disability or record of offences.

4.03 Personal Harassment

The parties agree that there shall be no workplace 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 which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 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.

5.02 Deductions

The Employer shall deduct from the pay cheques of all bargaining unit employees all normal dues chargeable by the Union and shall remit the same to the Secretary/Treasurer of the Union no later than the fifteenth (15th) day of each month following the month that such deductions were made. "Normal Dues" shall include special assessments levied by the Union. Following the negotiation of a new Collective Agreement, the dues retroactively owed by members, if any, shall be deducted from the members' retroactive pay (if applicable) and remitted to the Secretary-Treasurer of the Union.

The Employer will remit such Union dues via electronic transfer to the Union.

The Union agrees to indemnify and hold the Employer harmless with respect to all deductions made pursuant to this Article and with respect to any liability or claim made against the Employer by the employee(s) or any other person arising out of deductions made pursuant to this Article.

5.03 Check-Off List

The Employer shall supply a dues check-off list to the Union on the fifteenth (15th) day of each month. The list shall set out the employees' names in alphabetical order, along with their job classification and the amount of dues they have paid during the preceding month and on a calendar year to date basis.

The Employer agrees to provide the Union with employees' names, addresses, and telephone numbers on the first dues deduction and by no later than December 31st in each subsequent year.

5.04 New Employees

a) 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.

b) Orientation of New Members

The Employer agrees that a Local Union representative will be given an opportunity to meet with all newly-hired employees to the bargaining unit, once during the employee's first weeks of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement.

Such interview may take place on the Employer's premises at a mutually agreeable time between the Employer and the Union during the employee's normal working hours, and shall not exceed fifteen (15) minutes duration.

5.05 Union Activity

The Union agrees that there will be no union activity or solicitation of membership on the Employer's time or premises except with the written permission of the Employer or as otherwise specifically provided for in this Agreement.

5.06 T4 Slips

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

ARTICLE 6 – CORRESPONDENCE

6.01 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 Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the HR Manager or their designate.

ARTICLE 7 – UNION - MANAGEMENT RELATIONS

7.01 Designation of Union and Employer Representatives

The Union will provide the Employer with the names of its representatives, stewards and committee members with whom the Employer may be required to transact business. Similarly, the Employer shall, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Bargaining Unit Representatives and Committee Members

Stewards 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 and participation in grievance arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the employee's immediate supervisor. Such permission shall not be unreasonably withheld.

A steward shall be paid his regular straight time hourly rate for regularly scheduled time lost when it is necessary to attend a meeting with the Employer to process complaints and grievances up to and including the second step of the grievance procedure.

7.03 Bargaining Committee

The Union will advise the Employer in writing of the Union members on the Union's Bargaining Committee.

The Employer agrees to release up to two (2) members of the bargaining unit to serve on the Union's Bargaining Committee. Said employees shall suffer no loss of pay, for time spent in direct negotiations with the Employer. For clarity, time spent in preparation for negotiations or in arbitration shall not be paid by the Employer.

Where an employee works shifts, their shift on the day of negotiations shall be deemed to be the day shift. However, there shall be no obligation on the Employer to pay a premium rate for any time spent in negotiations.

7.04 Union – Management Consultation Committee

- a) A committee known as the Union/Management Consultation Committee shall consist of representatives from the Union and the Employer. Union members on the committee may include up to two (2) employees from the bargaining unit.

- b) The Committee shall meet as deemed necessary at the request of either party at a time mutually agreed upon between the parties.
- c) The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties.
- d) The Committee shall not supersede the activities of any other Committee of the Union or the Employer, and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions.
- e) Members of the Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees who are members of the Committee shall not suffer any loss of pay for time spent at Committee meetings to a maximum total of twenty (20) hours per calendar year for all such employees. Any time lost shall be paid at the employee's straight time hourly rate.
- f) A representative each of the Employer and of the Union shall be designated as joint chairpersons, and shall alternate in presiding over meetings and preparing notices and agendas.
- g) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.
- h) The Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement, nor shall it deal with matters that are properly the subject of a grievance.

7.05 Health and Safety Committee

- a) The parties agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent accidents, injury and illness.
- b) A joint management and worker Health and Safety Committee shall be maintained, with at least half of the members selected by the Union from among employees of the bargaining unit and the remaining members selected by the Employer from among management. Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend to the Employer actions to be taken to improve conditions related to health and safety.

- c) There shall be two (2) co-chairs to the Committee, one selected by management and one selected by the members representing workers. If the Committee fails to reach consensus about making recommendations, either co-chair may make recommendations to the Employer.
- d) The Committee shall meet at least every three (3) months or more frequently if otherwise mutually agreed by the co-chairs. The Committee shall maintain minutes of all meetings and make such minutes available for review.
- e) The Committee shall inspect at least part of the workplace once a month. At least one worker member of the Committee will participate in the monthly inspections and report their findings at the subsequent Committee meeting.
- f) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) The Employer agrees that at least one of the members representing bargaining unit employees on the Committee will be selected by the Union to be trained to be a certified member, as defined under the *Occupational Health and Safety Act*, as amended from time to time.

7.06 Shop Stewards

- a) The Employer acknowledges the right of the Union to appoint or otherwise select employees who have completed their probationary period as stewards.
- b) The Union will notify the Employer in writing of the name of its stewards and will advise promptly of any change made to the list. The Employer shall not be required to recognize any steward until it has been so notified.
- c) The Union recognizes that each steward is employed full time by the Employer, and that he/she will not leave his/her work during working hours to perform his/her duties as a steward except in accordance with the Collective Agreement.

- d) No steward shall leave his/her work to perform his/her duties as a steward without first obtaining the permission of his/her immediate supervisor. The steward shall inform his/her immediate supervisor of the reason for the request, the location and estimated duration of the leave. Such permission shall not be unreasonably withheld. Upon return to duties, the representative will report back to his or her supervisor, or the person in charge.
- e) The Union recognizes that a steward shall not use such time away from his/her work except to perform his/her duties as a steward.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

8.02 Complaint Step

The Parties to this Agreement share a desire to resolve complaints and grievances as quickly as possible. An employee shall first discuss his/her complaint with his/her immediate supervisor within ten (10) days of the occurrence giving rise to the complaint or when the occurrence giving rise to the complaint would reasonably have been known to the employee 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.

8.03 Settling of Grievances

Step 1

When an employee has presented her complaint to her immediate supervisor, and the complaint has not been resolved to her satisfaction the employee shall, within ten (10) days of the meeting with her supervisor, file a grievance in writing with her immediate supervisor. The grievance must outline the nature of the dispute, the relevant provisions of the Collective Agreement alleged to have been breached and the remedy sought, and it must be signed and dated by the employee and a Union Representative within twenty (20) days of the day on which she was notified or became aware or ought reasonably to have become aware of the incident giving rise to the grievance or within ten (10) days of the

meeting with her supervisor in Article 8.02, whichever shall last occur. Nothing will preclude the Union from signing a grievance on behalf of an employee within the timelines, conditional upon the employee signing the grievance within ten (10) days of the date of submission of the grievance.

The Employee's immediate supervisor or designate shall meet with the grievor and the Union representative within ten (10) days from the day on which the grievance was received by his/her office and shall, within ten (10) days from the meeting, render his/her decision in writing.

Step 2

If the Employee's immediate supervisor or designate:

- (i) fails to meet the grievor and the Union representative; or
- (ii) fails to render her decision to the grievor and the Union representative within the time prescribed in Step 1; or
- (iii) renders a decision that is not acceptable to the grievor and the Union representative;

The Union may forward a copy of the grievance to the Administrator of the Employer within ten (10) days of the date upon which the immediate supervisor's written decision was delivered or, if a decision was not rendered, the date upon which the decision was due, whichever occurred first.

The Administrator or designate shall, within ten (10) days of the date the grievance was received in his/her office, meet with the grievor and the Union representative to discuss the grievance, and shall within ten (10) days of the meeting, notify the Union in writing of his/her decision with regard to the grievance.

Step 3

Failing settlement of the grievance at Step 2, either party may 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 date upon which the Administrator's decision was delivered or, if a decision was not rendered, the date upon which the decision was due, whichever first occurs.

8.04 Discharge Grievance

Where a grievance relates to the discharge of an employee, the grievance procedure shall be initiated in writing at Step 2.

8.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the grievance shall be initiated in writing at Step 2.

8.06 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the Administrator of the Employer, within ten (10) days of when they became aware of or ought reasonably to have become aware of the circumstances giving rise to the grievances. The grievance shall be treated as having been initiated at Step 2.

8.07 Employer Grievance

The Employer shall have the right to initiate a grievance at Step 2 by forwarding the grievance in writing to the President of the Local Bargaining Unit, with a copy to the National Representative. The Union shall reply within ten (10) days of its receipt of the grievance.

8.08 The time limits expressed in this Article and in Article 9 are calendar days and may be extended by mutual written agreement between the Union and the Employer. Failure to refer to arbitration within the time limits or within any extensions that may be agreed upon shall result in the complaint or grievance being deemed to be abandoned.

8.09 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.

8.10 The Employer shall supply the necessary facilities for the grievance procedure meeting.

ARTICLE 9 – ARBITRATION

9.01 Any dispute or grievance concerning the interpretation, application or administration of this Collective Agreement, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which has been processed in accordance with the grievance procedure and which remains unresolved, may be submitted to arbitration.

Either party to the Agreement desirous of exercising this provision shall give written notice of its intention to the other party by facsimile or email and at the same time indicate the name(s) of its proposed Arbitrator.

9.02 Within ten (10) days of receipt of such notice the other party shall respond by accepting one of the Arbitrators so mentioned or indicating the name(s) of other possible Arbitrators. Failing agreement on an Arbitrator, either party may request the Minister of Labour for the Province of Ontario to make an appointment of a sole Arbitrator, to hear such grievance and determine the grievance.

9.03 Each party shall bear equally the fees and expenses of the Arbitrator.

9.04 **Arbitration Board**

The parties may mutually agree in writing to substitute a single Arbitrator with an Arbitration Board or either party may choose to do so with respect to a policy issue relating to the interpretation or general application of the Collective Agreement.

When exercising this provision, one party shall give notice of intention to the other party and at the same time appoint its member to the Arbitration Board. The other party shall, within a period of ten (10) days, appoint its member to the Arbitration Board. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chair of the Board.

If the two (2) members cannot reach agreement, the matter may be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair.

The parties will bear the fees and expenses of their respective nominees on an Arbitration Board and share the fees and expenses of the Chair.

9.05 The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties to the Agreement as well as upon the employee or employees involved in the dispute.

9.06 The Arbitration Board 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.

9.07 An Arbitration Board or single Arbitrator shall have the power to waive or not, formal procedural irregularities in its hearing of a grievance.

ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 No employee who has passed his/her probationary period shall be disciplined except for just cause.

10.02 Right to Union Representation

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel for disciplinary purposes. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview and his/her right to have a Union representative or Steward present.

10.03 Discipline and Discharge Procedure

When an employee is discharged or suspended, the employee shall be advised in writing in the presence of a Union representative. A copy shall be promptly forwarded to the Union office.

10.04 Record of Discipline

The record of discipline 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 provided that there is no further disciplinary action within the eighteen (18) month period. This period will automatically be extended by the length of the total period of any leaves of absence without pay that cumulatively exceed a total of one (1) month.

10.05 Access to Personnel File

An employee shall have the right during normal business hours of the administration office, upon providing at least two (2) business days written notice, to access and review his/her personnel file in the presence of the Administrator or designate. The Employee will have the right, upon request, to have a Steward present. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

For full-time employees, seniority is defined as the length of continuous service in the bargaining unit since the date of last hire.

For part-time and casual employees, seniority shall be calculated on the basis of the number of hours worked from the date of last hire with 1875 hours worked equals one (1) year of service. Notwithstanding the above, a part-time or casual employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall include service with the Employer prior to Union certification.

Seniority shall operate on a bargaining-unit-wide basis.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time, part-time and casual employees. The list for full-time employees shall show the date of last hire for each employee. The lists for part-time and casual employees shall show the total hours worked for each employee. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year. The seniority list shall be current as of the last day of the month immediately prior to the month of posting. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03.

11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of three (3) months of continuous service for full-time employees or 487.5 paid hours for casual and part-time employees from the date of last hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

A probationary employee may be released in the absence of just cause in the discretion of the Employer provided it is not discriminatory, arbitrary or in bad faith. After completion of the probationary period, seniority shall be effective from the date of last hire for full-time employees, and part-time and casual employees shall receive credit for all hours worked since the date of last hire.

11.04 Loss of Seniority

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

- (a) is discharged for just cause and is not reinstated;
- (b) resigns;
- (c) is absent from work in excess of three (3) consecutive scheduled shifts without notifying the Employer and without providing the Employer with a satisfactory reason for the absence, unless such notice was not reasonably possible;
- (d) fails to return to work, within seven (7) calendar days following a lay-off and after being notified in writing of the recall by registered mail to do so, unless unable to do so due to illness or other valid reason. It shall be the responsibility of the employee to keep the Employer informed of her current address;
- (e) is laid off for a period in excess of twenty-four (24) months;
- (f) subject to the *Ontario Human Rights Code*, as amended from time to time, is absent for more than twenty-four (24) months because of illness and/or injury.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

- 11.06** If an employee transfers from full-time to part-time or casual, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1875 hours worked.
- 11.07** If an employee transfers from part-time or casual to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: 1875 hours worked equals one (1) year.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01

a) Job Postings

When the Employer determines that 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 for a period of ten (10) calendar days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

There will be no reduction of full-time positions by permanently assigning the shifts to one or more part-time employees. However, the Employer may temporarily assign such shifts to part-time employees until the successful candidate has been chosen.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than eight (8) weeks in duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer may temporarily assign such shifts to part-time employees.

12.02 Information in Postings

The job posting notice shall contain the following information: job title, whether full-time, part-time or casual, permanent or temporary, qualifications, shift schedule, and wage rate.

12.03 Consideration of Outside Applicants

The Employer may advertise the vacancy or new position externally concurrently with the internal posting. The Employer shall not consider any external applicant unless the internal posting process has been exhausted and no internal candidate has the skills and qualifications to perform the duties of the position.

12.04 Recognition of Seniority

Both parties recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunity should increase in proportion to length of service with the Employer.

Therefore, in making staff changes, transfers, or promotions, the Employer shall appoint the most senior applicant provided such applicant has the skills and qualifications to perform the duties of the position.

12.05 Trial Period

The successful applicant placed into another job classification other than the one in which she currently works shall be placed on trial for a period of thirty (30) days.

Conditional on satisfactory service, such trial period shall become permanent after thirty (30) days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the position, she shall be returned to her former position and rate of pay. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and rate of pay.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, recalls and terminations of employment. Notices of such appointments shall also be posted. The Union will be supplied a copy of each posting.

12.07 Postings while on Vacation or other Authorized Leave

When an employee will be absent on vacation or other authorized leave, the employee may advise his/her manager, in writing, and no more than seven (7) days prior to beginning the vacation or other authorized leave, that she wishes to be considered for any potential job posting which might arise during her vacation or other authorized leave. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation or other authorized leave, the written notice will be considered an application. The written notice is only valid during the vacation period or other authorized leave period immediately following its delivery to the manager. Employees who provide such notice shall only be considered for postings which are expected to continue for at least eight (8) weeks after they are expected to have returned from their vacation or authorized leave.

12.08 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 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 within ten (10) days of receipt of notice from the Employer of such new classification and rate. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons 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 in this Agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change 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 13 – LAY-OFFS AND RECALLS

13.01 Lay-Offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 11 – Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide satisfactory care for residents of the Employer. Employees shall be recalled in the order of their seniority, providing they have the skills and qualifications to perform the duties of the position.

13.02 Lay-Off Definition

Lay-offs, under the provisions of this Collective Agreement, shall include the permanent reduction of the daily or bi-weekly hours of any full-time employee or a permanent reduction in the workforce.

13.03 Any employee being laid off who has accrued vacation leave with pay or time off in lieu of overtime may elect to take either during the period of lay-off but his/her recall to work shall be governed by the provisions set forth in this Article.

13.04 Notice of Lay-Off

In the event of a proposed lay-off 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 as much notice as is reasonably possible but not less than thirty (30) days notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with notice in accordance with the *Employment Standards Act*, as amended from time to time. The Act will be considered to provide the following additional notice:
 - for service greater than nine years, nine weeks of notice;
 - for service greater than ten years, ten weeks of notice;
 - for service greater than eleven years, eleven weeks of notice;
 - for service greater than twelve years, twelve weeks of notice.

- (c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

13.05 Lay-Off Procedure

- a) In the event of lay-off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who have the skills and qualifications and are able to perform the duties of the position.
- b) An employee who is subject to lay-off shall have the right to either:
 - (i) Accept the lay-off; or
 - (ii) Displace an employee who has less bargaining unit seniority in a lower or identical paying classification in the bargaining unit; if the employee originally subject to lay-off has the skills and qualifications and can perform the work without training other than orientation.

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 lay-off issued by the Employer. Employees failing to do so will be deemed to have accepted the lay-off.

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

13.06 Recall Rights

- a) An employee who is laid off shall be placed on the recall list for a period of twenty-four (24) calendar months from the date of lay-off. Seniority shall not accumulate during any period of lay-off. An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority, provided she has the skills and qualifications, and provided such opening is first posted under the job posting procedure and has not been filled by a more senior employee.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found to not have the skills and qualifications to perform the available work.

- c) 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 to return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed three (3) months. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

- a) The normal hours of work shall be seven and one-half (7^{1/2}) hours per day, exclusive of an unpaid thirty (30) minute meal break.
- b) No employee will be required to work more than six (6) consecutive days without receiving a day off, unless otherwise mutually agreed in writing or unless agreement has been reached between the employee and the Employer to pick up an extra shift.
- c) Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

14.02 Days Off

A full-time employee shall receive at least one weekend off in every two-week period. A weekend shall be defined as commencing at 11:00 p.m. on Friday and ending at 10:59 p.m. on Sunday.

14.03 Working Schedule

The parties understand and agree that employees will be scheduled in accordance with the needs of the Retirement Residence. A schedule shall be established within each department to suit the needs of the department.

The Employer shall schedule full-time and part-time employees in excess of their regularly scheduled shifts, and casual employees within a job classification on the basis of seniority and within their declared availability so long as the employee won't incur overtime as a result. Employees are required to submit their availability in writing on the form provided by the Employer at least four (4) weeks in advance of the posting of the schedule.

The Employer shall not be required to schedule employees in excess of their regularly scheduled shifts, who have not declared their availability in advance as set out above.

The Employer shall have no further obligation to schedule casual employees who have not provided their availability or who have not accepted shifts scheduled within their availability within 90 days unless unavailability is due to certified illness, or authorized leave, and the Employer will consider such employee resigned.

The Employer will post the hours of work of each employee in an appropriate place at least two (2) weeks in advance for each two (2) week period. The schedule will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

There shall be no split shifts without the consent of the employee involved.

A full-time employee will not be scheduled rotating shifts (days/evenings/nights) during the two (2) week schedule without the employee's consent.

It is the sole responsibility of each employee to check the schedule for her hours of work.

14.04 Scheduling of Relief Shifts

The Employer shall maintain a call-in list of qualified full-time, part-time and casual employees who shall be offered relief shifts which become available after the schedule is posted. Employees on the call-in list who have the required skills and qualifications, without incurring overtime, shall be called in order of seniority beginning with full-time employees, followed by part-time and casual employees. Where the Employer receives less than three (3) hours of notice that a scheduled shift needs to be filled on a relief basis and the Employer determines that it will fill the shift, the Employer shall call the most senior employee on the part-time\casual employee call-in list who is available and who has the required skills and qualifications, without

incurring overtime; however, if the employee does not immediately respond or if the employee is not able to fill the shift, the Employer shall be entitled to fill the relief shift at its discretion.

14.05 Rest Periods and Meal Break

- a) Employees working a normal work day of seven and a half (7½) hours shall be permitted a paid 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.
- b) Employees working five (5) consecutive hours or more shall be permitted to take their thirty (30) minute unpaid meal break at a time mutually agreeable to the employee and the Employer. It is understood that all efforts will be made to provide the employees' meal break as close to midway through the shift as is operationally possible.
- c) Rest periods and meal breaks, once started, will be uninterrupted except in cases of an emergency.
- d) Where the rest period or meal break is interrupted due to an emergency, the Employer will make every effort to allow employees to take the balance of the rest period or meal break at a later time during the shift. Where the Employer determines that this is not possible for operational reasons, the employee will be paid for the meal break and/or rest period at the employee's regular rate of pay.
- e) Employees who leave the residence during their rest period or meal break shall advise their Supervisor and/or sign out and in when they depart and when they return. If the Employer requires the employee to remain at the residence during his meal break, he will be paid his regular rate of pay for the thirty (30) minute meal break.
- f) Registered Practical Nurses ("RPNs") scheduled to work 11 p.m. to 7 a.m. shifts are required to take their rest breaks and meal breaks on the premises and to be "on call" while on their meal break. RPNs working this shift will receive pay at their regular rate of pay for the thirty (30) minute meal break.

14.06 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.07 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees in who have the skills and qualifications for the required shift. Such requests shall be submitted in writing to the Department Manager using the appropriate forms no less than seventy-two (72) hours in advance for a shift falling on a weekend, public holiday or a Monday. For shifts falling on other days, twenty-four (24) hours of notice is required. Such permission will not be unreasonably withheld. The Employer has no obligation for any additional premium payment arising out of any such exchange. It is understood that such exchanges of shifts shall not be considered in the calculation of overtime and shall be granted at the Employer's discretion, subject to operational requirements.

The employee who accepts a shift exchange shall be responsible for the shift.

14.08 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, the time change will take place at 2:00 a.m. Employees shall be paid at their straight time regular hourly rate of pay for all such hours worked.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

Overtime is defined as hours authorized by the Employer that are worked in excess of seven and one-half (7½) hours of work per day or in excess of seventy-five (75) hours of work in a bi-weekly pay period.

15.02 Overtime Rates

The overtime rate is time and one-half (1 ½) times the employee's regular hourly rate of pay.

15.03 Distribution of Overtime

Available overtime shall be offered by seniority to employees who are available and have the required skills and qualifications to perform the work.

In the event that the Employer authorizes overtime which shall last less than three hours, and which will be worked directly following a shift, such overtime shall be offered to Employees working the shift immediately preceding the overtime in order of seniority.

Notwithstanding the foregoing, the Employer reserves the right to utilize existing part-time employees to perform work before authorizing overtime.

15.04 Minimum Call-back Time

An employee who has left the residence and is called back to work after she has completed her regular shift shall be paid time and one-half (1 ½) times her regular rate of pay for a minimum of three (3) hours.

15.05 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. Such time off must be taken within three (3) months of its accrual, failing which it shall be paid out.

15.06 No Duplicating or Pyramiding

Overtime premiums will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premium payable under the provisions of this Collective Agreement.

ARTICLE 16 – HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

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

16.02 Holiday Qualifications

In order to qualify for holiday pay for a holiday, an employee must work her full scheduled shift on each of the working days immediately prior to and following the holiday, unless the employee on an authorized leave of absence or absent with reasonable cause.

16.03 Payment for Holidays

Holiday pay for employees who do not work on a public holiday will be calculated in the same manner as required by the *Ontario Employment Standards Act*, as amended.

A full-time employee who is required to work on a public holiday will receive pay at the rate of time and one-half (1½) of their regular hourly rate for every hour worked on such day, and shall be given a substitute day off with holiday pay at a mutually agreeable time, to be taken within ninety (90) days after the holiday except at Christmas and New Year's. If no agreement is reached, the holiday pay will be paid out to the employee at the end of the pay period that is ninety (90) days following the date of the holiday.

Where a part-time or casual employee is required to work on any of the above-named holidays she will receive pay at the rate of time and one-half (1½) of her regular hourly rate for every hour worked on such a day and she will be paid holiday pay.

16.04 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with holiday pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, holiday pay in lieu thereof.

16.05 Christmas or New Year's Off

Part-time and casual employees are expected to be available to work during the Easter, Christmas and New Year's periods, and on public holidays.

Where feasible, full-time employees are scheduled to be off work on public holidays. In the event that full-time employees are scheduled during Christmas and New Year's, they will only be required to work:

- (i) Christmas Day and Boxing Day *OR*
- (ii) New Year's Eve and New Year's Day

A full-time employee will not be required to work the same set of holidays for two (2) consecutive years.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

An employee's vacation entitlement year is twelve (12) calendar months from the employee's start date.

- a) Full-time employees shall earn vacation during their vacation entitlement year as follows:

Length of Continuous Service	Annual Vacation Entitlement	Vacation Pay
Five (5) years or less	Ten (10) days (accumulated at the rate of 0.833 days per month of employment)	Four percent (4%) of gross wages earned (exclusive of vacation pay)

Six (6) years to nine (9) years	Fifteen (15) days (accumulated at the rate of 1.25 days per month of employment)	Six percent (6%) of gross wages earned (exclusive of vacation pay)
Ten (10) years to nineteen (19) years	Twenty (20) days (accumulated at the rate of 1.66 days per month of employment)	Eight percent (8%) of gross wages earned (exclusive of vacation pay)
Twenty (20) years or more*	Twenty-five (25) days (accumulated at the rate of 2.08 days per month of employment)	Ten percent (10%) of gross wages earned (exclusive of vacation pay)

Full-time employees will be paid their regular hourly rate of pay in effect at the time they take their vacation.

No full-time employee shall be entitled to take vacation before it has been accrued. The Employer reserves the right to schedule an employee's vacation entitlement if the employee has not taken, or is not scheduled to take, his or her vacation in the vacation year.

- b) Part-time and casual employees shall be paid vacation pay on their gross wages (exclusive of vacation pay), on a bi-weekly basis, as follows:

Increment	Vacation Pay
Up to and including 9750 hours worked	Four percent (4%) of gross wages (exclusive of vacation pay)
9751 hours worked to 19,500 hours worked	Six percent (6%) of gross wages (exclusive of vacation pay)
19,501 hours worked to 38,999 hours worked	Eight percent (8%) of gross wages (exclusive of vacation pay)
39,000 hours worked or more*	Ten percent (10%) of gross wages (exclusive of vacation pay)

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the holiday shall be substituted for one of the employee's vacation days.

17.03 Vacation Pay on Termination

Upon termination of employment all accrued but unused vacation pay shall be paid out to the employee.

17.04 Vacation Schedules

Employees must submit their vacation requests to the Department Manager by no later than March 1st for the vacation year beginning May 1st and ending April 30th.

Approved vacation requests will be posted by April 1st of each year. If there is a conflict between employees in the same Department seeking vacation, seniority shall govern. Subject to operational requirements, the vacation schedule will not be changed without the agreement of the affected employees.

Vacation requests made outside the request period as specified above shall be submitted in writing to the Department Manager at least five (5) days in advance of the posting of the schedule as per Article 14.03 and requests will be granted on a first come, first served basis, subject to operational requirements. A written reply will be given within seven (7) calendar days of the request and will not be unreasonable withheld.

Single vacation days may be granted at the discretion of the employee's immediate Supervisor and such requests are subject to operational requirements and shall not be unreasonably withheld.

17.05 Hospitalization During Vacation

If an employee is hospitalized while on vacation, such vacation days for which the employee was hospitalized will be credited back to the employee upon the employee's providing proof of hospitalization that is satisfactory to the Employer.

17.06 Bereavement During Vacation

Where during the vacation period an employee experiences a loss that would otherwise qualify for bereavement leave under Article 19.03, she will be entitled to substitute bereavement leave to a maximum of the allowable time under Article 19.03 for the equivalent value of the vacation credits taken, upon the employee's request and with the provision of satisfactory documentation to substantiate the request. The period of vacation that is converted to bereavement leave may be added to the vacation period if mutually agreed upon between the employee and the Employer. In the event that there is no agreement, the vacation credits shall be reinstated to the vacation bank for use at a later date in accordance with the vacation leave provisions in the this Agreement.

It is understood that all provisions of Article 19.03 apply to the bereavement leave.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is permitted to be absent from work without loss of pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Employer's workplace accident insurance plan.

18.02 Amount of Sick Leave

Full-time employees are permitted a maximum of fifteen (15) days paid sick leave per year. Sick leave is earned at the rate of 1.25 days per month. An employee may be allowed to borrow up to five (5) days of unearned paid sick leave in the first three months of the year (January, February, March). In the event an employee has been paid for sick time before it is earned and his employment is terminated, the amount of unearned sick leave may be deducted from his last pay.

Up to ten (10) days of unused sick leave will be carried over from one calendar year to the next, the maximum bank is fifteen (15) days. Unused sick leave shall have no cash value whatsoever and shall not be paid out on termination of employment.

18.03 Proof of Illness

An employee may be required by the Employer to provide a satisfactory doctor's certificate for any absence due to illness or injury in excess of three (3) consecutive shifts certifying that the employee was unable to carry out her duties due to illness or injury.

Where an employee's absence due to illness shows a pattern of frequent or excessive use of sick leave, the employee may be required by the Employer to provide a satisfactory doctor's certificate to the Employer. Where the employee is required to pay the doctor to obtain such a certificate and submits a receipt for such payment, the Employer shall reimburse such cost to a maximum twenty-five dollars (\$25). Where the Employee is required to obtain a Functional Abilities Form either for the purpose of substantiating a workplace accommodation request, or at the request of the Employer, the Employer shall reimburse such cost to a maximum of forty dollars (\$40).

Where the Employer has reasonable cause to believe that an employee who wishes to return to work following an illness or injury is not medically able to carry out her duties, the employee may be required by the Employer to provide a satisfactory doctor's certificate certifying that the employee is medically able to carry out her duties.

18.04 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

18.05 Notification to Employer

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact at least three (3) hours in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

18.06 Medical Care and Special Leave

Employees may be allowed to use accumulated sick leave credits in order to:

- (a) engage in personal preventative medical health, dental and optical care for the employee and/or his/her child and/or his/her aging parent;

- (b) attend to the unexpected or sudden illness of the employee's spouse or child and/or his/her aging parent; or
- (c) attend to emergency situations which prevent the employee from reporting for duty.

Notwithstanding the foregoing, employees are expected to schedule such appointments outside their working hours whenever possible.

Permission to use such leave will not be unreasonably withheld provided adequate notice is given by the employee in advance where reasonably possible. Where there is reasonable cause for doing so, the Employer may require an employee to provide evidence that is satisfactory to the Employer of their attendance at any such appointment, illness or emergency situation.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

The Employer shall have the discretion to grant a leave of absence without pay for personal reasons, provided the Employer receives at least thirty (30) calendar days advance notice in writing and provided that such leave may be arranged without undue inconvenience to the Employer's normal operations. Leaves granted under this provision shall be for a maximum of one (1) year. Such leave shall not be unreasonably denied. Applicants when applying must indicate the date of departure and the date of return. Employees on approved leave of absence shall not engage in any gainful employment without permission of the Employer.

No employee will accumulate seniority, vacation, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on an unpaid leave of absence. Benefit coverage may be continued by the employee, while on leave of absence, provided the employee reimburses the Employer the total cost of the premiums for any benefits.

19.02 Leave for Union Function

Upon request to the Employer, an employee elected or appointed to represent the Union at Union functions shall be granted a leave of absence without loss of seniority provided that the Employer receives at least fifteen (15) days written notice prior to the requested leave and subject to the Employer's operational and scheduling requirements.

The Employer shall pay the employee their normal wages and all other benefits and pay the required payroll taxes for any shifts the employee was scheduled to work during such leave, and the Union shall fully reimburse the Employer for all such payments within ten (10) business days from receipt of the invoice.

It is understood that the maximum amount of Union leave for all employees will be fifteen (15) days per calendar year, exclusive of any committee work. It is further understood that a maximum of two (2) employees from the same department and three (3) employees in total may be granted Union leave for the same time period. No period of Union leave shall exceed five (5) consecutive days.

19.03 Bereavement Leave

- a) In the event of the death of a full-time employee's spouse (including same-sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to a leave of absence for up to five (5) consecutive days. The employee shall be paid for any scheduled shifts during the leave which otherwise would have been worked.
- b) In the event of the death of a full-time 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 a leave of absence for up to three (3) consecutive days. The employee shall be paid for any scheduled shifts during the leave which otherwise would have been worked.
- c) In the event of the death of a full-time employee's aunt, uncle, brother-in-law, sister-in-law, guardian or former guardian, niece or nephew, the employee shall be entitled to a leave of absence for one (1) day. The employee shall be paid for any scheduled shift during the leave which otherwise would have been worked.
- d) Where the burial occurs at a locale in excess of 350 kilometers, such leave shall include reasonable travelling time, the latter not to exceed two (2) days without pay. Additional days without pay may be granted. It is recognized that additional days without pay will be required and requested when attending services in other countries and such requests shall not unreasonably be denied.
- e) The employee will be allowed to save one (1) day bereavement leave to attend a memorial service scheduled at a later date.

19.04 Family Medical Leave

Family Medical Leave shall be granted in accordance with the Ontario *Employment Standards Act* as amended from time to time.

An employee shall be entitled to a leave of absence without pay of up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a specified family member who has a serious medical condition with a significant risk of death occurring within that twenty-six (26) week period. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

The employee who wishes to take leave under this provision must advise the Employer in writing in advance, however if the employee must begin the leave before advising the Employer, the employee shall advise the Employer as soon as possible after beginning it.

If the family member does not die within the twenty-six (26) weeks specified, the employee is entitled to take another leave in accordance with the conditions applicable to the first leave.

Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Ontario *Employment Standards Act* as amended from time to time shall continue and seniority shall accumulate during the leave.

The Employer will continue to provide and make contributions to life insurance, accidental death, extended health, dental and retirement plans unless the employee gives written notice to the Employer that she does not wish to continue these during her leave.

19.05 Pregnancy Leave

Pregnancy leave without pay will be granted in accordance with the Ontario *Employment Standards Act* as amended from time to time unless otherwise amended in these provisions.

- a)
 - (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave without pay. Pregnancy leave shall be granted for up to seventeen (17) weeks or such longer period under circumstances as are allowed by the ESA if she is not entitled to Parental Leave. The employee may begin her pregnancy leave on the earlier of the day that is seventeen (17) weeks before the expected birth date or a date otherwise provided for in the Act.

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

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
 - (iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so.
- b) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, the employee shall within two (2) weeks after stopping work, give written notice to the Employer of the day the pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner stating that she is unable to perform the duties of her position because of the complication and stating the estimated day upon which delivery will occur.
 - c) Upon conclusion of an employee's pregnancy leave, the employer shall reinstate the employee to her former position if it still exists.
 - d) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Ontario Employment Standards Act* as amended from time to time, shall continue and seniority shall accumulate during the leave.
 - e) The Employer will continue to provide and make contributions to life insurance, accidental death, extended health, dental and retirement plans unless the employee gives written notice to the Employer that she does not wish to continue these during her leave.

19.06 Parental Leave

Parental leave without pay will be granted in accordance with the *Ontario Employment Standards Act* as amended from time to time unless otherwise amended in these provisions.

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into custody, care and control of the employee, shall be entitled to parental leave without pay.

- b) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the employee. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- c) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin. Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- d) Upon conclusion of an employee's parental leave, the employer shall reinstate the employee to her former position if it still exists.
- e) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Ontario *Employment Standards Act* as amended from time to time shall continue and seniority shall accumulate during the leave.
- f) The Employer will continue to provide and make contributions to life insurance, accidental death, extended health, dental and retirement plans unless the employee gives written notice to the Employer that she does not wish to continue these during her leave.

19.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of pay and without loss of seniority or benefits accrued to an employee who serves as a juror or who is subpoenaed as witness in any court.

Time spent by an employee required to serve as a court witness, in a matter arising out of her employment shall be considered as time worked.

The Employer shall pay such an employee the difference between her regular rate of pay and the payment the employee receives for jury or court witness duty excluding payment for travelling, meals or other expenses. To be eligible for such pay, the employee shall present, to the Employer, proof of jury or witness duty and of the amount of pay received for such jury or witness duty.

Leave under this provision does not apply to personal matters where the employee is a party to litigation or is a witness in such personal matter.

19.08 Isolation Leave

A full-time employee shall be permitted to use sick leave that has been earned in the event the City of Ottawa's Medical Officer of Health determines that the employee must be isolated from the public.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Shift Premium

- a) The Employer agrees to pay a shift premium of twenty-five cents (\$0.25) per hour to employees who work the majority of their shift between the hours of 11:00 pm and 7:00 am.
- b) Effective January 1st, 2020, the Employer agrees to pay a weekend premium of ten cents (\$0.10) per hour to employees for all hours worked between 11:00pm Friday and 11:00pm Sunday.

Effective January 1st, 2021, the Employer agrees to pay a weekend premium of twenty cents (\$0.20) per hour to employees for all hours worked between 11:00pm Friday and 11:00pm Sunday.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday, in arrears.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the pay stub.

In the event there is an error in the employee's pay, the correction will be made in the pay period following the date on which the error was brought to the Employer's attention. If such an error results in the employee being underpaid by one (1) day of pay or more, the Employer will provide payment for the shortfall within three (3) consecutive business days from the date it is notified of the error.

20.03 Pay during Temporary Transfers

The acting pay for temporary assignments shall be at the applicable rate on the salary scale for the position in which the employee is acting.

When an employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced.

20.04 Payment for In-Service

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

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Benefits Coverage

The Employer agrees to provide to all full-time employees who have completed three (3) months of continuous service, Dental, Life Insurance, Accidental Death/Dismemberment, Extended Health Care and other benefits as set out in the Employer's Group Benefit Plan booklet and Benefit Summary and Master Policy.

The Employer agrees to provide an Employee Assistance Program to all full-time employees who have completed their probationary period.

21.02 Premium Payments

The Employer agrees to pay 100% of the insurance premiums on behalf of all eligible full-time employee for the benefits set out in Article 21.01

21.03 Employer's Obligations

The Employer's obligation pursuant to this Collective Agreement is to pay the agreed upon premiums and to contract for the coverage provided in Article 21.01. Eligibility for, and entitlement to, benefits is in accordance with the governing rules and regulations of the plan(s) of the insurance carrier(s). Any issues with respect to the insurer acknowledging or honoring any claims are matters as between the employee and the insurer and are not subject to the grievance or arbitration procedures.

The Employer shall provide to each employee, upon request, a copy of the current benefit booklet for those benefits provided under this Article.

21.04 Percentage in Lieu of Benefits (Part time/Casual Only)

Part time and casual employees shall receive in lieu of all health and welfare benefits an amount equal to three and one-quarter percent (3.25%) of their regular straight time hourly rate for all straight time hours paid.

Effective January 1, 2017, part time and casual employees shall receive in lieu of all health and welfare benefits an amount equal to three and one-half percent (3.50%) of their regular straight time hourly rate for all straight time hours paid.

21.05 Master Policy

Upon request by the Union, the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.06 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan, provided such substitution does not decrease the benefits provided for in Article 21.01.

21.07 Workplace Accident Insurance Plan

The Employer shall provide workplace accident insurance coverage to all employees in accordance with the Employer's private workplace accident insurance plan. The Employer will pay the full premium cost of the Plan. Eligibility for, and entitlement to, benefits under the plan is in accordance with the governing rules and regulations of the plan. Any issues with respect to the insurer acknowledging or honoring any claims are matters as between the employee and the insurer and are not subject to the grievance or arbitration procedures.

ARTICLE 22 – RETIREMENT BENEFITS

22.01 Effective until December 31st, 2021, all full-time employees who have completed the probationary period are entitled to participate in the Employer's Group RRSP. The Employer shall contribute two percent (2%) of the full-time employee's annual gross wages to the Plan.

Employees may contribute in accordance with the terms and conditions of the Plan.

In the event that legislative requirements come into effect during the term of this Agreement that would require the Employer to make contributions to a government-sponsored pension plan, the Employer reserves the right to reduce its contribution to the Plan by the equivalent amount required to be contributed by legislation.

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

“Plan” means the Nursing Homes and Related Industries Pension Plan, being a mutli-employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked;
- (iii) vacation pay;
- (iv) paid sick leave;
- (v) bereavement leave;
- (vi) jury duty;
- (vii) negotiations and grievance meetings.

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

“Eligible employee” is defined as full-time and part-time 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.

22.03 Effective January 1, 2022, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2.0%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2.0%) of applicable wages to the Plan.

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

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.

22.04 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

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

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 in 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

22.06 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 22.06 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 purpose of calculating past service credit)

- (ii) to be provided with each remittance:
 - Name

- Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) to be provided once, and if status changes:
- Full address as provided to the Employer by the employee
 - Termination date when applicable (MMDDYY)
- (iv) to be provided once if they are 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.

22.07 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.

ARTICLE 23 – TECHNOLOGICAL AND OTHER CHANGES

23.01 The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Retirement Residence, its employees and the residents.

ARTICLE 24 – GENERAL CONDITIONS

24.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings and special meetings. All postings must be authorized in advance by the Administrator.

24.02 Lockers/Storage Space

Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

Lost or stolen items are not the responsibility of the Employer.

24.03 Staff Meals

Staff meal tickets are available for \$2.50, which includes a soup or salad, one beverage and a regular portion of the daily entrée and a dessert of the day. An alternative entrée will be offered in unforeseen circumstances.

The staff meal ticket can only be used when the Kitchen is open.

24.04 Space for Meals

Appropriate space shall be provided for employees to have their meals.

24.05 Plural or Feminine Terms May Apply

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

24.06 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement and provide a copy to the Employer for review within sixty (60) days of receiving the arbitration award or written notice of ratification. Once approved and signed the Union shall subsequently arrange to have an

electronic copy provided to the Employer and circulated amongst its members.

24.07 Use of "days"

All references to the "days" in this Agreement shall mean calendar days unless otherwise specified.

ARTICLE 25 – TERM OF AGREEMENT

25.01 Effective Date

The term of this Agreement shall be from January 1st, 2019 to December 31st, 2022 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its renewal or amendment.

25.02 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.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives this 16 day of April 2021.

ON BEHALF OF THE EMPLOYER

Paige Perry *Paige Perry*
General Manager

M. Shipperley

ON BEHALF OF THE UNION

James Watson
James Watson, President OCPEU, Local 503

Wil Kelly
Wil Kelly, Vice President OCPEU, Local 503

Wage Schedule

Full Time					
	1-Jan-18	1-Jan-19	1-Jan-20	1-Jan-21	1-Jan-22
Registered Practical Nurse	\$24.54	\$25.03	\$25.53	\$26.04	\$26.56
Cook	\$19.14	\$19.52	\$19.91	\$20.31	\$20.72
Maintenance Assistant	\$18.16	\$18.52	\$18.89	\$19.27	\$19.66
Personal Support Worker	\$17.66	\$18.01	\$18.37	\$18.74	\$19.11
Front Desk Receptionist	\$16.19	\$16.51	\$16.84	\$17.18	\$17.52
Housekeeper	\$16.19	\$16.51	\$16.84	\$17.18	\$17.52
Dining Room Server	\$16.19	\$16.51	\$16.84	\$17.18	\$17.52
Prep Dishwasher	\$14.70	\$14.99	\$15.29	\$15.60	\$15.91
Kitchen Aide	\$13.18	\$14.28	\$14.57	\$14.86	\$15.16

Part Time				
	1-Jan-18			
	0-650h	651h-1950h	1951h-3900h	3901h +
Registered Practical Nurse	\$22.93	\$23.47	\$24.01	\$24.54
Cook	\$17.35	\$17.84	\$18.40	\$19.14
Personal Support Worker	\$15.77	\$16.41	\$17.02	\$17.66
Activities Assistant	\$14.79	\$15.38	\$16.02	\$16.55
Front Desk Receptionist	\$14.43	\$14.99	\$15.61	\$16.19
Housekeeper	\$14.43	\$14.99	\$15.61	\$16.19
Dining Room Server	\$14.43	\$14.99	\$15.61	\$16.19
Kitchen Aide	\$12.01	\$12.40	\$12.79	\$13.18
Dishwasher	\$11.94	\$11.99	\$12.06	\$12.13
	1-Jan-19			
	0-650h	651h-1950h	1951h-3900h	3901h +
Registered Practical Nurse	\$23.39	\$23.94	\$24.49	\$25.03
Cook	\$17.70	\$18.20	\$18.77	\$19.52
Personal Support Worker	\$16.09	\$16.74	\$17.36	\$18.01
Activities Assistant	\$15.09	\$15.69	\$16.34	\$16.88
Front Desk Receptionist	\$14.72	\$15.29	\$15.92	\$16.51
Housekeeper	\$14.72	\$15.29	\$15.92	\$16.51
Dining Room Server	\$14.72	\$15.29	\$15.92	\$16.51
Kitchen Aide	\$14.07	\$14.14	\$14.21	\$14.28
Dishwasher	\$14.07	\$14.14	\$14.21	\$14.28

Part Time				
	1-Jan-20			
	0-650h	651h-1950h	1951h-3900h	3901h +
Registered Practical Nurse	\$23.86	\$24.42	\$24.98	\$25.53
Cook	\$18.05	\$18.56	\$19.15	\$19.91
Personal Support Worker	\$16.41	\$17.07	\$17.71	\$18.37
Activities Assistant	\$15.39	\$16.00	\$16.67	\$17.22
Front Desk Receptionist	\$15.01	\$15.60	\$16.24	\$16.84
Housekeeper	\$15.01	\$15.60	\$16.24	\$16.84
Dining Room Server	\$15.01	\$15.60	\$16.24	\$16.84
Kitchen Aide	\$14.35	\$14.42	\$14.49	\$14.57
Dishwasher	\$14.35	\$14.42	\$14.49	\$14.57
	1-Jan-21			
	0-650h	651h-1950h	1951h-3900h	3901h +
Registered Practical Nurse	\$24.34	\$24.91	\$25.48	\$26.04
Cook	\$18.41	\$18.93	\$19.52	\$20.31
Personal Support Worker	\$16.74	\$17.41	\$18.06	\$18.74
Activities Assistant	\$15.70	\$16.32	\$17.00	\$17.56
Front Desk Receptionist	\$15.31	\$15.91	\$16.56	\$17.18
Housekeeper	\$15.31	\$15.91	\$16.56	\$17.18
Dining Room Server	\$15.31	\$15.91	\$16.56	\$17.18
Kitchen Aide	\$14.64	\$14.71	\$14.78	\$14.86
Dishwasher	\$14.64	\$14.71	\$14.78	\$14.86
	1-Jan-22			
	0-650h	651h-1950h	1951h-3900h	3901h +
Registered Practical Nurse	\$24.83	\$25.41	\$25.99	\$26.56
Cook	\$18.78	\$19.31	\$19.92	\$20.72
Personal Support Worker	\$17.07	\$17.76	\$18.42	\$19.11
Activities Assistant	\$16.01	\$16.65	\$17.34	\$17.91
Front Desk Receptionist	\$15.62	\$16.23	\$16.89	\$17.52
Housekeeper	\$15.62	\$16.23	\$16.89	\$17.52
Dining Room Server	\$15.62	\$16.23	\$16.89	\$17.52
Kitchen Aide	\$14.93	\$15.00	\$15.08	\$15.16
Dishwasher	\$14.93	\$15.00	\$15.08	\$15.16

:gr/cope 491
January 8, 2021

LETTER OF UNDERSTANDING

BETWEEN

RIVERPARK PLACE RETIREMENT RESIDENCE

AND

OTTAWA CARLETON PUBLIC EMPLOYEE UNION – CUPE LOCAL 503

RE: Parking

The Employer agrees to provide the following to employees during the term of this Collective Agreement:

1. Outdoor Staff Parking

The Employer agrees to permit employees to park in designated parking spaces subject to availability of such spaces.

DATED this 16 **day of,** April **, 2021.**

ON BEHALF OF THE EMPLOYER

Paige Perry Paige Perry
General Manager

M Shipperley

ON BEHALF OF THE UNION

James Watson
James Watson, President OCEPU, Local 503

Wil Kelly
Wil Kelly, Vice President OCEPU, Local 503

:gr/cope 491
September 14, 2020

LETTER OF UNDERSTANDING

BETWEEN

RIVERPARK PLACE RETIREMENT RESIDENCE

AND

OTTAWA CARLETON PUBLIC EMPLOYEE UNION – CUPE LOCAL 503

RE: Christmas and New Years Scheduling

The parties agree to temporarily suspend the Christmas and New Years scheduling provisions under Article 16.05 and implement the following pilot project.

Under the pilot project:

1. An employee's regular schedule will continue through the Christmas period and will only be changed if the Employee submits a request to take days off from their regular schedule or if the Employee indicates that she is available and willing to work additional shifts or an overtime situation.
2. Employees wishing to take any days off between December 15th and January 10th will put in their request by October 31st of any given year.
3. Employees can use banked stat holidays (including stat holidays to be earned in the upcoming Christmas/New Years season), lieu days or vacation to request time off.
4. Employees who wish to work additional shifts and/or wish to be considered for overtime or premium pay employment opportunities will submit their availability for the holiday period by October 31st of any given year. **The parties agree that for the 2019 year, this deadline shall be November 8th, 2019.**
5. Employees may request up to five (5) consecutive days off.
6. Employees will be granted their requests in order of seniority as operationally feasible.
7. Employees who were granted Christmas and Boxing Day off in the previous year, will only be considered for Christmas and/or Boxing Day off in the upcoming year after all other requests for leave on those days have been considered.

The parties will meet in January or February after the first Christmas holiday period using the revised scheduling procedure to discuss the successes and or failures of the new scheduling procedure.

The parties have the power to mutually agree in writing to changes to this letter of understanding and to the Christmas/New Year's scheduling procedure as necessary to resolve any perceived shortcomings in the process.

After the first Christmas holiday period using the revised scheduling procedure, and upon ninety (90) days written notice, either party can choose to revert to the scheduling process under Article 16.05.

DATED this 16 day of, April, 2021.

ON BEHALF OF THE EMPLOYER

Paige Perry Paige Perry
General Manager

M Shipperley

ON BEHALF OF THE UNION

James Watson
James Watson, President OCPEU, Local 503

Wil Kelly
Wil Kelly, Vice President OCPEU, Local 503

:gr/cope 491
September 14, 2020