

COLLECTIVE AGREEMENT

BETWEEN

MARIANHILL Inc, PEMBROKE, ONTARIO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2764

September 1, 2004 - August 31, 2006

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ARTICLE 1- PREAMBLE

1:01

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

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

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

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

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

ARTICLE 2 - HUMAN RIGHTS

2:01

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, disability, national origin, political or religious affiliation, sex or marital status nor by reason of his membership or non-membership or activity in the Union, or for any other reason.

ARTICLE 3 – DEFINITIONS

3:01

The following definitions shall be applied to this Agreement:

- a) The word "employee" or "employees" wherever used in this Agreement shall mean only the employee in the bargaining unit defined in article 5:01 unless the context otherwise provides.
- b) "Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- c) A full-time employee is an employee hired to work the full normal work schedule.
- d) A regular part-time employee is an employee hired to work on a regular basis less than fifty-six (56) hours per pay and for whom there is a predetermined work schedule and who has made a written commitment to Marianhill to be available for work.
- e) A temporary part-time employee is one who is employed on a relief or replacement basis and who may be called as required by the Home.
- f) For the purpose of calculation of continuous service, time will not be credited for an unpaid long term leave of absence in excess of seventeen (17) weeks, unless the Collective Agreement

and/or legislation provides for more.

- g) Short term unpaid leave in 17:06 a) will be defined as under thirty (30) calendar days.
- h) Long term unpaid leave in 17:06 b) will be defined as thirty (30) calendar days or more.

3:02 – Masculine or Feminine

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

ARTICLE 4- MANAGEMENT RIGHTS

4:01

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

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

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

ARTICLE 5 – UNION RECOGNITION

5:01

The Employer recognizes the Canadian Union of Public Employees and its Local 2764 as the sole and exclusive bargaining agent for all lay employees of Marianhill Inc., save and except supervisors, persons above the rank of supervisor, the Coordinator of Recreation, the Co-ordinator of Volunteers, the Coordinator of Pastoral Care, the Coordinator of Social Work, Registered and Graduate Nurses, Secretary to the Chief Executive Officer and the Payroll Clerk.

ARTICLE 6 – UNION RIGHTS

6:01 – Union Dues

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

- a) Deductions shall be forwarded to the National Secretary-Treasurer not later than the 15th day of the following month, accompanied by a list of names of the employees from whose wages the deductions have been made.
- b) The employer shall provide each employee with a statement of income and deductions for income tax purposes, which shall include the deductions for union dues.

- c) The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability, which the Employer might incur as a result of such deduction and remittance.

6:02 - Bargaining Agent

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

6:03 – Work of the Bargaining Unit

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

6:04 – Orientation

a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

b) A new employee will have the opportunity to meet with his/her Union Steward or Officer for fifteen (15) minutes during working hours in the first month of employment, without loss of remuneration.

6:05 - Personnel Files

An employee shall be permitted to review her personnel file at a mutually convenient time not more frequently than once a year. This provision will be arranged in advance between the employee concerned and the Manager of Human Resources and/or designate. The employee's written reply to any accusation or expression of dissatisfaction shall become a part of the record upon submission.

6:06 - Copies of Agreement

a) The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his rights and obligations under it. For this reason it is agreed that a sufficient number of copies will be printed to allow each employee and Management representative to have his own copy.

b) The Employer and the Union will equally share the cost of printing the Collective Agreement.

6:07 – Bulletin Boards

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

The Employer can require removal of anything considered objectionable.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7:01 – Representation

The Union shall notify the Employer in writing of the names of the Union's officers, stewards and committee members who are chosen in accordance with this Agreement and they shall thereupon be recognized by the Employer as the representatives of the Union. Similarly, the Employer will supply the

Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7:02 - Bargaining Committee

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

7:03 - Representative of Canadian Union

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

7:04 Labour Management Committee

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

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

The committee shall meet as required at a mutually agreeable time and place. A request for a meeting will be made in writing prior to the date proposed and will be accompanied by an agenda of matters proposed to be discussed. Employees shall not suffer any loss of pay for time spent with this committee under the same conditions as outlined in paragraph 10:02 a).

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

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

7:05 – Correspondence

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

7:06 – Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of the Agreement, there shall be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout.

7:07 - Contracting Out

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

7:08 – Changes in Agreement

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION

8:01 - Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to a total of six (6) stewards. One steward shall be appointed as Chief Steward. In the absence of a steward from a department, the Chief Steward shall act as that department's steward. Only the Steward of the applicable department shall be granted leave (as provided for in article 8:06) to attend grievance hearings. The Chief Steward or his designate shall be allowed leave (as provided for in article 8:06) to assist the departmental steward at step two (2) of the grievance procedure.

8:02 - Names of Stewards

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

8:03 - Grievance Committee

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

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

8:04 –Grievance Defined

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

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

Time limits may be extended by mutual written agreement of the parties.

8:05 - Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2, by the Local

Union President or designate, within fifteen (15) calendar days following the circumstances giving rise to the complaint or grievance.

8:06 - Settling of Grievances

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

8:07- Arbitration Board

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

8:08 - Failure to Appoint

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

8:09 - Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall

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

8:10 - Disagreement on Decision

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

8:11 - Expenses of the Board

Each party shall pay:

- 1) fees and expenses of the arbitrator it appoints;
- 2) one-half (½) of the fees and expenses of the Chairman.

8:12 –Witness

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

8:13 – Time Off for a Meeting

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

8:14 - Facilities for Grievances

The Employer shall provide the necessary facilities for the grievance meetings provided for in clause 8:13 above.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9:01 - Discharge Procedures

An employee who has completed the probationary period may be dismissed for just cause and upon the authority of the Employer. Such employee and the Union shall be advised promptly in writing by the Employer of such discharge or suspension.

9:02 - Omitting Grievance Steps

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

9:03 - Unjust Suspension or Discharge

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

9:04 - Warning and Reprimands

Whenever the employer or its representatives deems it necessary to issue verbal or written warnings, the employee shall be advised of his right to have a representative of the Union present. All warnings, verbal or otherwise, shall be given in private so as to protect the dignity of the employee. A copy of such warning shall be sent to the Union within seven (7) working days.

9:05 - Adverse Report/Disciplinary Record

The Employer shall notify an employee in writing of dissatisfaction concerning his work within two (2) calendar weeks of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time. This Article shall be applicable to any complaint or accusation or disciplinary measure which may be detrimental to an employee's advancement or standing with the Employer. The employee's reply to such complaint, accusation, expression of dissatisfaction or disciplinary measure shall be in writing and within two (2) weeks of notification from the employer and shall become part of his/her record. Any adverse report or disciplinary measure of an employee shall not be used against him/her after eighteen (18) months of such complaint, accusation or expression of dissatisfaction or disciplinary measure. Any such report(s) shall be removed from the employee's file and discarded, with the exception of cases of incidents involving third party interface, ie., residents, family or staff, where the record will remain on file, unless such incidents have been exonerated through the investigation and/or grievance procedure.

ARTICLE 10 - SENIORITY

10:01 - Seniority Defined

- a) Seniority is defined as the length of continuous service with the Employer, retroactive to the last date of hiring. An employee who has completed his probationary period, as set out in Article 10:03 below, shall have his name placed on the seniority list with seniority effective as of the last date of hire. Seniority will be in hours worked.
- b) Part-time employees seniority will be based on the number of hours worked, and on paid leave of absence. Part-time employees will have equivalent of one (1) year's service for each 1,800 hours worked.
- c) The principle of seniority shall operate on a bargaining unit-wide basis and seniority for part-time employees shall be considered as being separate and apart from seniority for full-time employees. However, when an employee transfers from the part-time service to the full-time service and vice versa, his seniority shall carry forth to the new position.
- d) An employee on Workplace Safety and Insurance Board (W.S.I.B.) benefits shall continue to accumulate seniority for a maximum of twelve (12) months, and shall retain his seniority thereafter, without further accumulation. Calculation of seniority for part-time employees shall be on the basis of the average of time worked per week using the preceding six (6) months of work record before the accident.

10:02 - Seniority List

The Employer shall maintain a seniority list showing the date upon which the service of each employee, who has completed his probationary period, commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.

10:03 - Probation

- a) Newly hired employees shall be on a probationary basis for a period of sixty (60) working shifts or six (6) months, whichever comes first, for part-time employees and three (3) months for full-time employees from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.
- b) Temporary full-time positions will be first offered to qualified employees in the Department according to seniority and secondly to outside the Department in accordance with Article 11:01. Should an employee be the successful applicant, he/she shall be returned to her/his former position at the end of the term.
- c) A temporary part-time employee is one who is hired for a specific term to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. disability, sick leave, maternity/paternity leave, Christmas vacations and to relieve during the vacation period. The release or discharge of such persons at the end of their term shall not be the subject of a grievance or arbitration. The Employer will outline to employees selected to fill such temporary vacancies, and to the Union, the circumstances giving rise to the vacancy and the conditions relating to such employment.

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

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

10:04 - Loss of Seniority

An employee shall lose seniority rights in the event:

- a) he is discharged for just cause and is not reinstated;
- b) he resigns;
- c) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- d) he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration not exceeding a period of two (2) weeks, at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work. In the case the employee refuses such offer, then the job can be filled for two weeks without posting.

- e) he is laid off for a period of more than twenty-four (24) months;
- f) he overstays a leave of absence without permission of the Employer, unless for just cause;
- g) after maternity leave or adoption leave has expired;
- h) if an employee retires;
- i) does no work for the company for a period of twenty-four (24) months unless legislation dictates otherwise;
- j) Following three (3) months after the end of the temporary contract.

10:05 - Transfers and Seniority Outside of the Bargaining Unit

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

ARTICLE 11 - JOB POSTINGS

11:01 -

- a) When a vacancy occurs and is one which the Employer wishes to fill, or a new position is created in the bargaining unit, the Employer will post notice of the position on the bulletin board for a period of ten (10) calendar days so that all members will know about the position and be able to make written application therefore.
- b) No postings are required for students employed during the school summer vacation period, and the Christmas vacation period, providing this will not interfere with the normal hours of work of the relief staff.

11:02 - Information on Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate range. These qualifications shall not be established in a discriminatory manner.

11:03 - Role of Seniority

Each party recognizes:

- a) The principle of promotion within the service of the employer.
- b) That job opportunity should increase in proportion to length of service.
- c) The Employer may fill a vacant full-time position with a part-time employee for a period not to exceed five (5) weeks while they seek a suitable permanent appointment to fill the vacant position.

- d) Therefore, in making staff changes, transfers, or promotions to a position that has been posted, appointment shall be made of the applicant having the required qualifications. Where two or more applicants have the required qualifications, the appointment shall be given to the applicant who has the greatest seniority. Appointments from within the bargaining unit shall be made within two (2), weeks of the date that the posting expires, unless an extension is mutually agreed.
- e) When applying the principle of seniority in a job posting, seniority will reflect total hours worked as of the end of the last pay period immediately prior to posting. Should two (2) or more employees have the same seniority, i.e. total accumulated hours, the position will be offered to the employee who has the earlier date of hire. If the date of hire is the same day, selection will be established by the process of chance through the drawing of names. A Union Executive representative will be present at such drawing of names.
- f) Wherever an employee voluntarily transfers to another classification that has a wage rate equivalent to, or lower than the wage rate of his or her former classification, he or she shall carry his or her service progression as earned in former classification for the purpose of placement on the wage range of the new classification. Whenever an employee is promoted to a classification that has a wage rate higher than his or her former classification, he or she shall receive the rate on the range of the new classification next higher than the amount received in the former classification. Service progression shall be counted from the date of promotion.

11:04 - Union Notification

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

ARTICLE 12 - LAY-OFFS AND RECALLS

12:01 - Layoff Defined

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

12:02 - Notice of Layoff

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

12:03 – Order of Layoff

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

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

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

12:04 - Role of Seniority in Layoffs and Recalls

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

An employee in receipt of notice of layoff may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in the Employment Standards Act
- (c) opt to retire, if eligible under the terms of the pension plan; or
- (d) displace another employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff has the qualifications to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within

seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above. If an employee bumps into a position having seniority but not the necessary qualifications, the employer agrees to hold that position open for the employee for a period not to exceed twelve (12) months so the employee can obtain the necessary qualifications. The Employee's health benefits will be maintained for the period of absence.

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

12:05 – Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the qualifications to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.

In determining the qualifications of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the Employer.
- d) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall when an employee is working elsewhere or enrolled in a course and may instead remain on layoff.

12:06 - Grievances on Layoff

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

ARTICLE 13 - HOURS OF WORK

13:01 -Normal Daily Hours

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

13:02 – Guaranteed Hours – Part-time

- a) The normal hours of work for part-time employees will be divided equitably as determined by the Guaranteed Hours Committee based on employee seniority.
- b) The Union and Management agree to the following guaranteed hours for part-time employees only.

Nursing: R.P.N.

Rotation #1	45 hrs./pay
Rotation #2 -#4	30 hrs/pay
Rotation #5	27.5 hrs./pay
Rotation #6	25 hrs./pay
Rotation #7	20 hrs./pay
Rotation #8 -#14	up to 15 hrs./pay

Health Care Aides

Rotation #1 to #13	48 hrs/pay
Rotation #14 to #25	40 hrs/pay
Rotation #26 to #48	29 hrs/pay
Rotation #44 to 57	up to 25 hrs/pay
Float 1 & 2	No guaranteed schedule

Dietary Aides

Rotation # 1 to # 4	40 to 42 hrs/pay
Rotation # 5 to # 9	30 to 32 hrs/pay
Rotation #10 to #18	up to 29 hrs/pay

Janitor

Rotation #1 to #3	44 hrs./pay
Rotation #2	up to 32.5 hrs./pay
Rotation #3	up to 16 hrs./pay

Laundry

Part-time Rotation #1 & #3	up to 22.5 hrs./pay
Rotation #2	up to 15 hrs./pay

Housekeepers

Rotation #1 to #3	33-35 hrs/pay
Rotation #4 to #9	up to 28 hrs/pay

Recreation

Rotation #1 to 3	53 hrs/pay
Rotation # 4	up to 32 hrs/pay

Adult Day Service

Pembroke	Rotation #1 and #2.....	26 hrs/pay
Barry's Bay	Rotation #3	32 hrs/pay
Killaloe	Rotation #4	30 hrs/pay
	Rotation #5	20 hrs/pay

<u>C.R.P.W.</u>	Rotation 1.....	55 hrs /pay
	Rotation 2.....	47 hrs /pay
	Rotation 3 & 4.....	up to 24 hrs/pay
	Rotation 5, 6 and 7.....	up to 21 hrs/pay

- c) These per pay hours will be averaged out over a six-week period. The above guaranteed hours on the master rotation in each department shall not be increased or decreased without a Labour-Management meeting to discuss alternatives. These hours shall also be reviewed on a yearly basis through a Labour-Management meeting.
- d) Part-time employees will be called in rotation according to their seniority for all available extra hours.
- e) If two (2) employees agree to exchange scheduled shifts, the employees will notify the department head or his/her designate of the details of the exchange at least forty-eight (48) hours prior to the first shift affected by the exchange.
- f) If an employee wishes to give up a scheduled shift and to transfer this shift to another employee, this request must be made in writing, be signed by both employees and submitted to the department head or his/her designate at least four (4) days prior to the requested shift transfer. The employees will be provided notification of the approval or rejection of the requested shift transfer within seven (7) days of submission of the request, and at least forty-eight (48) hours prior to the shift. The department head or his/her designate shall not unreasonably refuse such request.
- g) The schedule shall consist of six (6) consecutive weeks, shall be posted two (2) weeks in advance and shall not be changed without prior notice. Prior to altering a full-time employee's schedule, the Employer will utilize a regular part-time or temporary employee to meet its staff requirement. Failing to give a part-time employee forty-eight (48) hours notice shall result in the employee being paid one and one-half (1 ½) for all hours worked or the shift that was cancelled, whichever is greater.
- h) For the purpose of preparation of schedules, preference of shifts shall be given to regular part-time employees over temporary employees or students.
- i) Based on seniority any leave of five (5) days or more and/or additional hours shall be offered to the employee(s) in the department so affected.

13:03 - Normal Days of Work - Full-Time

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

13:04 - Split Shifts

- a) No employee shall be required to work a split shift.

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

13:05 - Weekends

Weekends will be planned to allow equality of distribution. Days off shall be scheduled consecutively when practicable. Part-Time employees will be scheduled to allow at least two (2) weekends off in every five (5). Where possible, part-time employees will be scheduled to allow for every second weekend off. Full time employees shall have every other weekend off.

13:06 - Call-In

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

13:07 - Paid Rest Period

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

13:08 - Shift Premium

- a) Evenings and Nights, effective November 24, 1996, a shift premium of forty-five cents (.45) per hour will be paid to employees who work on a shift where more than half of the hours fall between the hours of 1500 hours and 0700 hours.
- b) Weekend, effective December 12, 1999, a shift premium of twenty-five cents (.25) per hour will be paid to employees for all hours worked between Friday at 2300 hours to Monday at 0700 hours.

13:09 - Rest Between Shifts

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

13:10 - Out of Classification

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

13:11 – Overtime

- a) Authorized work approved by the Employer and performed by the employee beyond seven and one-half (7½) hours in a day, shall be paid for at the rate of time and one-half (1 ½).
- b) Notwithstanding the above, authorized work approved by the employer and performed by Respite Workers beyond twelve (12) hours in the day, shall be paid at the rate of time and one half (1 ½).

- c) Notwithstanding 13:11 a) and b), an employee may bank overtime hours at straight time, and utilize these hours at a time agreed upon, prior to the posting of the work schedule, by the employee and his/her department head. The banked hours must be used within four (4) months; this period may be extended with the agreement of the employee and the department head.
- d) Overtime and call back time shall be assigned as equitably as possible among the employees who are willing and qualified to perform the available work.

13:12 - Call Back Pay Guarantee

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

13:13 – Standby

The Assistant Supervisor of Building Services will be paid one dollar and twenty-five cents (\$1.25) per hour for each hour he is required to be on standby.

13:14 - Daylight Savings Time

At the time of change from Standard to Daylight Saving Time or vice versa, the time change will take place at 2:00 A.M. Employees so affected shall be paid for a regular shift.

ARTICLE 14 - PAID HOLIDAYS

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

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

New Year's Day	Civic Day
Heritage Day	Labour Day
(3rd Mon. in Feb)	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Floating Holiday
Canada Day	

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

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

- b) Pay for regularly scheduled Work on a Paid Holiday

An employee who is not scheduled to work the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at a rate of time and one-half (1 ½) his regular wages for the day and the Employer shall give the employee a holiday on a mutually agreeable time or if by December 1, the employee has not requested all his/her Statutory Holidays, he/she shall be scheduled off before December 15.

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

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

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

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

A part-time employee who is scheduled to work on any of the holidays named above shall be paid at the rate of time and one-half (1 ½) times regular rate for each hour worked on the above holiday.

- b) A part-time employee who is entitled to the holidays named above shall receive pay in accordance with the employment standards act.(total hours worked in the four weeks before the work week in which the holiday occurred, divided by 20)

14:03 –

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

14:04 –

Employees covered by this Agreement shall have either Christmas or New Year's Day off. Employees who are required to work either Christmas or New Years, shall have four (4) consecutive days off at either Christmas or New Years. Wherever possible, this provision will apply to regular part-time employees.

Article 15 – VACATION

15:01 – Annual Vacation

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

15:02

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

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

15:03 - Compensation for Holiday Falling within Vacation Schedule

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

15:04 - Calculation of Vacation Pay

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

15:05 - Vacation Pay on Termination

An employee whose employment is terminated at a time when he has earned vacation to his credit shall be paid the unused portion of his vacation credits.

15:06 - Preference in Vacations

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

15:07 - Vacation Schedule

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

15:08 – Commencement of Vacation

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

15:09 - Unbroken Vacation Period

An employee shall be entitled to receive his annual vacation in an unbroken period unless otherwise agreed between the Employer and the employee. During the month of July and August vacation will be restricted to four weeks unless otherwise agreed to between the Employer and the employee.

ARTICLE 16 - SICK LEAVE

16 :01 - Sick Leave Defined

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

16:02 - Annual Paid Sick Leave

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

16:03 - Deduction from Sick Leave

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

16:04 - Proof of Illness

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

16:05 - Sick Leave During Leave of Absence

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

16:06 - Sick Leave Records

Upon request, but not more than once a year: an employee shall be given the opportunity to verify his sick leave credits.

16:07 - Extension of Sick Leave

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

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

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

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

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

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

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

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

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

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

16:09 - Annual Medical Examination

All full-time employees will be allowed to use one sick day for an annual medical examination if required by the employer or legislation. Application for such leave shall be submitted in writing to the department had at least one (1) week in advance.

16:10 – Special Leave

A full-time employee shall earn special leave credits with pay up to a maximum of two (2) days per calendar year. Special leave credits may only be used for the following purposes; serious household or domestic emergency including illness in the immediate family of an employee and when no one at the employee's home, other than the employee, can provide for the care of the ill immediate family member. Such leave will not be unreasonably withheld. The Employer may request proof of occurrence. If a full-time employee has used all of their special leave, he/she may request a leave of absence without pay. This leave will be effective April 1, 1996.

16:11 – Workplace Safety and Insurance Act

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

16:12 – Workplace Safety and Insurance Board Pay Supplement

An employee receiving Workplace Safety and Insurance Board benefits may draw upon accumulated sick leave credits up to the difference between W.S.I.B. compensation and the employee's regular wages for a period of 24 months. For the first 18 months of such absence, the employer will continue to pay the employer contributions to the benefit Plans provided in this agreement. For the last six (6) months of such absence, the employee may maintain the benefit Plans at his or her own expense. At the end of the 24 month period, the employee may elect to receive a pay out of remaining sick leave credits pursuant to Article 16:08.

ARTICLE 17 - LEAVE OF ABSENCE

17:01 - Leave of Absence for Union Functions

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

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

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

17:03 - Bereavement Leave

An employee shall be entitled to bereavement leave without loss of pay or benefits as herein provided. Such leave shall apply to part-time employees for days that they are scheduled to work. The following relatives are covered by the provisions of this article: Parents, Brother, Sister, Son, Daughter, Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, an entitlement of three (3) days shall be granted, an entitlement of five (5) days shall be granted for spouse, common law spouse and same sex spouse; which must be consecutive and must normally be taken to coincide with the funeral of the deceased person. Additional days shall not be granted if any of the consecutive days are on regular days off. An additional day shall be granted if the funeral is held beyond a 200 mile radius of the Home.

Bereavement will be taken in conjunction with (before, during or after) either the funeral, internment or similar service.

17:04 - Parental/Pregnancy Leave

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

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

An employee who is pregnant and who has been employed for at least thirteen (13) weeks, immediately preceding the expected date of birth shall be entitled, upon her written application, to a pregnancy leave of absence without pay for a maximum of seventeen (17) weeks from employment. This leave can be immediately followed by thirty-five (35) weeks of parental leave of absence without pay. Unless the child has not yet come into the care and control for the first time.

An employee who has completed at least thirteen (13) weeks of continuous service and has not taken pregnancy leave above and who is the parent of a child is entitled to a parental leave of absence without pay for a maximum of thirty-seven (37) weeks following:

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

The parental leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

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

Credit for service for purposes of salary increment, vacation or sick leave shall continue to accrue during the period of pregnancy/parental leave. In addition, credit for seniority (maximum of fifty-two (52) weeks) for the purposes of promotion, demotion, transfer or layoff shall continue to accrue for the duration of the leave. The Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the duration of the leave.

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

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

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

17:05 - Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court. The employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay. The above conditions will apply to part-time employees in the event that they are scheduled to work on the respective days.

17:06 - Authorized Leave of Absence

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

a) Unpaid Short Term Leave

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

b) Unpaid Long Term Leave

In this instance, Department Heads do not have the authority to grant leave of absence. All such requests are to be made to the Chief Executive Officer or his/her designate as far in advance as possible and she will determine whether such leave will be granted. Employees are not entitled to any credit for sick leave, paid holidays, annual vacation, seniority or credits for service for the purpose of entitlement to advancement on the salary grid, when on authorized long term leave. During the long term unpaid leave; the Employer will continue to pay its share of the premiums of the subsidized benefits (Article 21) in which the employee is participating for seventeen (17) weeks. After this period the employee may carry the benefits in Article 21 by paying the full cost of such benefits, except for employees on a leave of absence provided under articles 17:04, 17:05 and 16:12.

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

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

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

ARTICLE 18 – RETIREMENT

18:01

Retirement shall ordinarily take place on the first day of the month following an employee's 65th birthday. Retirement dates may be extended at the sole and unfettered discretion of the Company. Employees interested in extending their retirement date shall advise the Company of this interest in writing, no later than sixty (60) days before their 65th birthday. The Union shall be notified in writing of any extension.

18:02 – Benefits for Retirees

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

ARTICLE 19 - WAGES AND ALLOWANCES

19:01 - Pay Days

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

19:02 – Wage Schedules**Effective September 1, 2004**

	STARTING	YEAR 1	YEAR 2
Assistant Maintenance Person.....	16.78	17.02	17.24
Assistant Supervisor Building Services.....	18.52	18.77	19.04
Chef.....	20.38	20.69	20.95
Community Residential Program Worker.....	12.40	14.05	16.53
Cook.....	17.60	17.86	18.12
Cook's Helper.....	14.51	14.74	14.99
Day Program Aide.....	12.23	13.87	16.32
Dietary Aide.....	16.07	16.30	16.57
HCA/Personal Support Worker.....	16.78	17.04	17.30
Housekeeper.....	14.75	15.01	15.25
Janitor.....	15.27	15.43	15.70
Laundry Aide.....	14.63	14.88	15.13
Maintenance Person.....	17.31	17.53	17.78
Medical Records/Switchboard.....	16.80	17.03	17.23
O.T. Aide.....	16.45	16.69	16.92
O.T./Rehab Assistant.....	17.02	17.18	17.38
Office Clerk.....	15.70	16.56	17.40
Recreation Programmer.....	16.55	16.79	17.05
RPN.....	21.35	21.51	21.71
Resident Attendant McCluskey.....	16.78	17.04	17.30
Respite Worker.....	16.39	16.59	16.80
Stat Clerk.....	16.71	16.95	17.14
Stores Clerk.....	16.80	17.04	17.32
Unit Clerk.....	14.65	15.47	16.29
Student Over 18.....	8.12		
Student Under 18.....	6.96		

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

Effective Sept 1, 2005

	STARTING	YEAR 1	YEAR 2
Assistant Maintenance Person.....	17.28	17.53	17.76
Assistant Supervisor Building Services.....	21.57	21.74	21.94
Chef.....	20.99	21.31	21.58
Community Residential Program Worker.....	12.77	14.47	17.03
Cook.....	18.12	18.39	18.66
Cook's Helper.....	14.95	15.18	15.44
Day Program Aide.....	12.60	14.29	16.81
Dietary Aide.....	16.55	16.79	17.07
HCA/Personal Support Worker.....	17.28	17.55	17.82
Housekeeper.....	15.19	15.46	15.71
Janitor.....	15.73	15.89	16.17
Laundry Aide.....	15.07	15.32	15.58
Maintenance Person.....	17.83	18.06	18.32
Medical Records/Switchboard.....	17.31	17.54	17.75
O.T. Aide.....	16.94	17.19	17.42
O.T./Rehab Assistant.....	17.53	17.69	17.90

Office Clerk	16.17	17.06	17.92
Recreation Programmer	17.05	17.29	17.56
RPN	21.99	22.16	22.36
Resident Attendant McCluskey	17.28	17.55	17.82
Respite Worker	16.89	17.09	17.31
Stat Clerk	17.21	17.46	17.65
Stores Clerk	17.31	17.55	17.84
Unit Clerk	15.09	15.94	16.78
Student Over 18.....	8.37		
Student Under 18.....	7.17		

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

19:03 - Uniform Allowance

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

Full-time - Effective January 01, 2002, One Hundred dollars (\$100.00) per year payable in January of each year.

Part-time - Effective January 01, 2002 six cents (\$.06) per hour for each hour worked.

19:04 - Safety Boots

Employees required by the employer or the Ontario Health and Safety Act to wear safety boots will receive \$50.00 per year, payable in January of each year.

ARTICLE 20 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

20:01 – Job Descriptions

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

20:02 - Proof of Registration

A Registered Practical Nurse is required to present to the Director of Care or designate by February 15th of each year, his/her certificate of competence, accompanied by an annual registration payment card. The Employer agrees to attach a memo to the pay stubs of each employee so affected with the first pay period in December of each year stating this requirement. The Employer further agrees to post such reminder on the schedule board for the months of December, January and February of each year.

Failure to provide proof of the above may result in disciplinary action. If, through no fault of the employee, the college has failed to deliver to the registrant his/her registration, no discipline shall occur.

If reinstatement is required it shall be effective within seventy-two (72) hours following the date and time of presentation of proof of the above. It is understood that such reinstatement shall not result in overtime compensation.

ARTICLE 21 – BENEFITS

21:01 - Dental Plan

The Employer agrees to pay 75% of the premium of the Green Shield Dental Plan with riders 1 and 2 (current ODA rates as they may be amended from time to time), or of a plan providing equivalent benefits for full-time employees.

21:02 – Extended Health Care

The Employer agrees to pay 100% of the Premium of the Green Shield Extended Health Care Plan or equivalent to full time employees. Script Fee to be capped at \$9.00 and the employer will get approval from a local Pharmacy to cover this cap.

21:03 – Vision

Effective October 1, 2005, the Employer will implement a Vision Care Plan for full time employees. Employees will be entitled to the same coverage as they are enrolled in for dental and health benefits. The Employer agrees to reimburse the Employee up to \$140.00 every 24 months for prescription contacts, glasses and eye exams. Sunglasses will not be covered.

21:04 - Life Insurance

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

21:05 - Pension Plan

It is agreed that the current Pension Plan shall remain as a Benefit; it is understood that the Employer may improve the conditions of the Plan. The employer also agrees to make appropriate information available for the current Pension Plan to be assessed.

A Pension Advisory committee will be established regarding decisions and decision making on the Pension Plan. The committee will be comprised of two (2) representatives of the Union and two (2) representatives of the Employer plus one (1) Board Member. Any recommendations or input would go to the Board for approval. Membership on the committee will be at no loss to the employee, and employee representatives will receive comprehensive training regarding pension issues.

ARTICLE 22 – COMMITTEES

22:01 – Health and Safety

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

22:02 – Workplace Safety and Insurance

The Employer agrees to recognize a Workplace Safety & Insurance Board Representative selected or elected by the Union. Such time spent in meetings will be deemed as time worked and compensated accordingly.

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

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

22:04 - Joint Job Equity Committee

The Employer and the Union agree to a joint Job Equity Committee (J.J.E.C.).

ARTICLE 23 - TERM OF AGREEMENT

23:01 – Duration

This agreement shall be binding and remain in effect from September 1, 2004 to August 31, 2006, and shall continue from year to year thereafter unless either party gives the other party notice in writing within one hundred and twenty (120) days prior to August 31, 2006, that it desires termination or amendments.

Signed in Pembroke, Ontario, this 15th day of September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

Stephanie Levasseur

Ann Price

Gail Serviss

Patrick McGillivray

Larry Gleason

Joanne Mitton

Lynda Schroeder

Alphonse St. Louis

APPENDIX TO THE COLLECTIVE AGREEMENT

between

MARIANHILL INC.

and

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

September 23, 1993

The Employer agrees that the payment of benefits can only cease on the date of lay-off or separation when the disability started within the two months preceding this date, and that notice of lay-off or separation was given prior to the beginning of the disability. In all other situations relating to lay-off or separation, benefits must be paid for the lesser of the duration of the disability, the utilization of all accumulated days or fifteen weeks.

MEMORANDUM OF SETTLEMENT

between

MARIANHILL INC.

and

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

- (1) The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
- (2) The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principles.
- (3) The parties herein agree that the term of the Collective Agreement shall be from September 1, 2004 to August 31, 2006.
- (4) The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on August 31, 2004, and the following amendments are incorporated:
 - (a) all matters previously settled and agreed to by the parties prior to the date of the Memorandum of Settlement.
 - (b) all matters settled and agreed to as per attached documents
 - (c) Wages as follows – September 1, 2004 – 2.5%
September 1, 2005 – 3.0 %
- (5) The parties agree that except for errors, inadvertence, or omissions, the attached forms and incorporates the changes to the Agreement.

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Josey Finley, CUPE Representative

Cathy St. Amand, President

Ann Price

Patrick McGillivray

Joanne Mitton

Alphonse St. Louis

Marianhill Inc.

Terry McBurney

Stephanie Levasseur

Gail Serviss

Larry Gleason

Lynda Schroeder

LETTER OF UNDERSTANDING

between

MARIANHILL INC.

and

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

Without prejudice and precedence.

1. The Employer agrees that on date of ratification the employee in the following classifications H.C.A., R.P.N. and Cook who do not have the required qualification will be grandfathered in their current position only.
2. The Employer shall, when possible, make provisions for staff education, i.e., organize the employee's schedule around their class time.

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

Stephanie Levasseur

Ann Price

Gail Serviss

Patrick McGillivray

Larry Gleason

Joanne Mitton

Lynda Schroeder

Alphonse St. Louis

ANCILLARY DOCUMENT

Between

MARIANHILL INC.

And

CANADIAN UNION OF PUBLIC EMPLOYEES

And its Local 2764

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

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

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Larry Gleason

Joanne Mitton

Lynda Schroeder

Alphonse St. Louis

LETTER OF UNDERSTANDING

between

MARIANHILL INC.

and

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

The parties agree to establish a joint labour/management committee, including representatives of full-time and part-time staff to review the scheduling process. The goal of the committee is to develop a mechanism to book all available shifts prior to the posting of any schedule. The first priority of this committee shall be the scheduling of RPNs and HCAs.

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

Stephanie Levasseur

Ann Price

Gail Serviss

Patrick McGillivray

Larry Gleason

Joanne Mitton

Lynda Schroeder

Alphonse St. Louis

LETTER OF UNDERSTANDING

between

MARIANHILL INC.

and

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

The Union and the Employer shall meet within six (6) months of ratification of the collective agreement to study the issues arising from Article 18:01 (formerly Article 31:02) and make recommendations as necessary to their respective parties.

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

Stephanie Levasseur

Ann Price

Gail Serviss

Patrick McGillivray

Larry Gleason

Joanne Mitton

Lynda Schroeder

Alphonse St. Louis

LETTER OF UNDERSTANDING

between

MARIANHILL INC.

and

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

The parties agree that the reconfiguring of the collective agreement effective October 13, 2005, shall not change the intent of the original contract.

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

Stephanie Levasseur

Ann Price

Gail Serviss

Patrick McGillivray

Larry Gleason

Joanne Mitton

Lynda Schroeder

Alphonse St. Louis

LETTER OF UNDERSTANDING

between

MARIANHILL INC.

and

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

In accordance with the Letter of Understanding signed during bargaining, the Union and the Employer agree to adjust the wage level of the Assistant Supervisor of Building Services, based on the pay equity values for the position.

The parties further agree to the following scale:

Start	21.57
Year 1	21.74
Year 2	21.94

Signed in Pembroke, Ontario, this 15th day of
September, 2005

C.U.P.E. Local 2764

Marianhill Inc.

Josey Finley, CUPE Representative

Terry McBurney

Cathy St. Amand, President

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