

COLLECTIVE AGREEMENT

between

ST. PATRICK'S HOME OF OTTAWA INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2437**



Expiry date: December 31, ~~2014~~ 2016

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Collective Agreement

between

**St. Patrick's Home of Ottawa Inc.
hereinafter referred to as the "Employer"**

of the First Part

and

**The Canadian Union of Public Employees
and its Local 2437
hereinafter referred to as the "Union"**

of the Second Part

NOW THEREFORE, THIS AGREEMENT WITNESSETH

ARTICLE 1 - GENERAL PURPOSE

- 1.01** The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide for the prompt disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent of all full-time and part-time employees of the respondent in the City of Ottawa, save and except professional medical staff, graduate nursing staff, undergraduate nurses, supervisors, persons above the rank of supervisor, office and clerical staff, technical personnel, Manager, Spiritual and Religious Care, Co-ordinator of Volunteer Services.
- 2.02** The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.
- 2.03** Where the feminine pronoun is used herein, it shall mean to include the masculine pronoun where the context so provides and where the masculine pronoun is used herein, it shall mean to include the feminine pronoun.
- 2.04** "Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.
- 2.05** A full-time employee is an employee hired to work the full normal work schedule **as defined in Article 15.01(a)**.
- 2.06** A regular part-time employee is an employee hired to work on a regular basis less than the normal work schedule and for whom there is a predetermined work schedule **as defined in Article 15.01(a)**.
- 2.07** A relief or casual employee is a part-time employee hired to work on a relief or replacement basis where a regularly scheduled employee is absent. Similarly, a relief or casual shift is a shift to replace a regularly scheduled employee who is absent. A relief or casual employee has the right to accept or decline a shift or shifts when offered.

An employee other than a relief or casual employee may accept a relief shift without affecting their status as a non-relief employee.
In all departments where relief shifts are offered, the Employer shall maintain an availability list where by all employees may declare their availability for relief shifts.

ARTICLE 3 - RELATIONSHIP

- 3.01** The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex or marital or parental status, sexual orientation, family relationship, place of residence, disability, nor by reason of their membership or activity in the Union, or any other reason.
- 3.02** **Personal Harassment:** Personal harassment shall be defined as: any behaviour which denies and or undermines individuals their health, dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of their services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction. Personal harassment shall include within its meaning sexual harassment.
- 3.03** The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer during working hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 3.04** No member in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.
- 3.05** **Union Orientation**
- The Employer agrees that an officer of the Union or a steward may interview each newly hired employee during regular working hours and further agrees to designate a time and place for such interview. Such interview shall take place on the premises of the Home during the employee's probationary period and shall not exceed twenty (20) minutes in duration.

- 3.06** All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass between the President and CEO of the Home or their delegate and the Recording-Secretary of the Union or their delegate.

ARTICLE 4 - WORK OF THE BARGAINING UNIT

- 4.01** Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, that would result in a lay-off of employees in the bargaining unit.
- 4.02** The Union shall have the right at any time to have the assistance of an authorized representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. If such representative(s) require access to the Employer's premises, such access shall be on the approval of the President and CEO or their delegate.

ARTICLE 5 - CONTRACTING OUT

- 5.01** 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.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01** There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, R.S.O. 1995, c. 1, as amended.

ARTICLE 7 - MANAGEMENT FUNCTIONS

- 7.01** The Union recognizes that the management of the Home and the direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the

provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, and the working establishment for the service;
- (d) manage the operation of the Home, and to determine the number of personnel required, methods, procedures and equipment required in the operation of the Home;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees, which are not inconsistent with the provisions of this Agreement.

7.02 Management rights as set out in this agreement must be exercised fairly without discrimination and in accordance with the Collective Agreement.

ARTICLE 8 - UNION SECURITY

8.01 The Employer agrees to deduct bi-weekly as Union dues an amount indicated by the Union from the regular pay of those employees commencing in the second (2nd) month of employment. Deductions shall be forwarded to the Secretary-Treasurer not later than the fifteenth (15th) of the following month, accompanied by a list of names of the employees, indicating the amount deducted from each individual. When T-4 slips are issued each year, the total of Union dues paid annually will be indicated.

8.02 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.

- 8.03** Any employee covered by this Agreement must remain a member in good standing of the Union and all future employees must become and remain members in good standing within the probationary period.

ARTICLE 9 - UNION REPRESENTATION

- 9.01** A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The Bargaining Committee shall have the right to attend negotiation meetings held within the Employees working hours without loss of remuneration.

- 9.02** It is agreed that the Union may appoint seven (7) employees to be Stewards as follows:

Two (2) Stewards from nursing;
One (1) Steward for housekeeping and laundry;
One (1) Steward for maintenance;
One (1) Steward for nutritional services;
Two (2) Stewards at large;
The Chief Steward shall count as one of the above.

The Stewards shall not leave their regular duties in connection with the servicing of a grievance, including investigating a complaint as set out in 10.02 until the Steward has first secured permission from their immediate supervisor. Such permission shall not be unreasonably withheld. The employee shall state their destination to their immediate Supervisor and shall report again to their immediate Supervisor at the time of their return to work. The Stewards shall suffer no loss of pay while involved in the grievance procedure during their normal working hours.

9.03 The Union shall keep the Employer advised in writing of the names of the Stewards.

9.04 A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. Both parties shall submit to each other a list of their respective committee members and inform each other of any changes in representatives.

The function of the Committee shall be to promote and to provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by the Union and the Employer.

A written agenda will be submitted by the party requesting the meeting to the other party at least three (3) days prior to the meeting. The Committee shall meet at mutually satisfactory times as the need arises.

No Committee member shall suffer loss of pay for attending such meetings.

The Labour-Management Committee shall not have the jurisdiction to consider matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement. Minutes of each meeting of this 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.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement.

10.02 Complaint Stage

It is the mutual desire of the parties that all complaints and grievances shall be attended to and settled as quickly as possible. It is understood that employees, with the assistance of the Local Union President, if so desired, may present an oral complaint at any time to their immediate supervisor without resorting to the grievance procedure. The Employer shall provide, if requested, any documents/information that would expedite the settlement of an alleged complaint.

10.03

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate Supervisor within eight (8) working days after the circumstances giving rise to the complaint have originated or occurred and, failing settlement, it may then be taken up as a grievance, as defined above, within five (5) working days following receipt of the immediate Supervisor's decision in the following manner and sequence:

Step # 1

The employee, together with their Steward, may present their alleged grievance to their immediate Supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. The Supervisor shall deliver their decision in writing within five (5) working days following the presentation of the grievance to the Supervisor; Failing settlement and within five (5) working days after the decision is given;

Step # 2

The employee, together with their Steward, may present their alleged grievance in writing to the Manager. The Manager shall deliver their decision in writing within five (5) working days following the presentation of the grievance to the Manager. Failing settlement and within five (5) working days after the decision is given;

(Note: If the Supervisor and Manager are the same person, Step #2 is redundant, and the grievance will proceed from Step #1 to Step #3.)

Step # 3

The employee, together with their Steward, may present their alleged grievance in writing to the President and CEO. A meeting will be held within five (5) working days between the President and CEO or their designate and the grievor, Steward, and Chief Steward. A Service Representative of the Union may be present at the request of either the Employer or the Union. The decision of the President and CEO or their designate shall be delivered in writing within seven (7) working days. It is understood that the President and CEO or their designate shall have such counsel and assistance as they may desire at such meeting with the Union.

10.04

Failing a settlement under Step #3 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter

is arbitrable, either party may refer the matter to arbitration no later than twenty (20) working days after the written decision at Step #3 has been provided.

10.05 **Policy Grievance:** Any complaint or grievance arising directly between the Employer and the Union shall be originated under Step #3 within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. The grievance must be in writing and must be signed by the Chief Steward or their delegate. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed.

10.06 **Group Grievance:**
Where a number of employees have identical grievances and each employee would be entitled to grieve separately, a group grievance may be submitted in writing to the President & CEO or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or might reasonably have come to the attention of the employees.

The grievance shall then be treated as being initiated at Step #2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.07 A claim by an employee, who has completed their probationary period, that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step #3 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee without loss of seniority and with full compensation; or
- (c) by any other arrangement which may be deemed just by the conferring parties.

10.08 In all steps of the Grievance Procedure, where no written answer has been given within the time specified, the employee(s) concerned, the Union or the Employer, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure.

- 10.09** Throughout these proceedings, including arbitration, the Union Grievance Committee and/or the grievor may review any relevant information contained in the grievor's personal files which the Employer may introduce at any step of these procedures; if requested, the Employer shall provide copies of all such documents relating to the case to the Union Grievance Committee and/or the grievor.

ARTICLE 11 - ARBITRATION

- 11.01** When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request in writing, by registered mail, addressed to the other party to this Agreement and at the same time nominate an Arbitrator; provided, however, that if such party fails to nominate an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party involving Arbitration Procedure. The two (2) arbitrators so nominated shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.
- 11.02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.03** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement.
- 11.04** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority or, where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 11.05** Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board.
- 11.06** **Timelines and Technical Objections**

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement of the parties.

Working days, in both the Grievance and Arbitration Procedure, shall mean Monday to Friday exclusive of statutory holidays.

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the Arbitrator deems just and equitable.

11.07 Where the Arbitration Board determines that a disciplinary penalty is excessive, it may substitute such other penalty for the discipline or discharge as it considers just and reasonable in all the circumstances.

11.08 Whenever Arbitration Board is referred to in the Agreement, the parties may agree to substitute a single arbitrator, as set out in the Ontario Labour Relations Act.

ARTICLE 12 - SENIORITY

12.01

- (a) Newly hired full-time employees shall be on probation for a period of three (3) months from the date of hiring. This probationary period may be extended if mutually agreed between the Employer and the Union. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. If retained after the probationary period, the employees seniority shall be dated as of the last hire; thereafter, seniority shall accrue as set out in this Agreement.
- (b) Part-time employees shall be on probation for a period of four hundred and sixty (460) working hours from the date of hire. The probationary period may be extended if mutually agreed between the Employer and the Union. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. If retained after the probationary period, seniority shall accrue based on hours worked, dated as of the last hire. One (1) year of service shall equate to 1,650 hours worked.

- 12.02** Seniority for full-time employees is defined as the length of service in the bargaining unit and shall include all service with the Employer since date of last hire including service prior to certification of the Union.
- 12.03** A seniority list shall be established and filed with the Union for all full-time and part-time employees covered by this Agreement who have completed their probationary period.
- A copy of the seniority list, shall include all employees' current addresses, and current phone numbers. A revised list will be supplied in February and August of each year. In addition, at the time of any layoff the Union will be given a copy of a revised seniority list updated to notice of layoff. The posted seniority list shall not include employee addresses or phone numbers.
- 12.04** Seniority rights and an employee's employment shall be deemed to have terminated if the employee:
- (a) leaves of their own accord;
 - (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
 - (c) is laid off for a period of more than twenty-four (24) months;
 - (d) is absent from work without permission for three (3) consecutive working days unless a satisfactory reason is given by the employee;
 - (e) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless prior approval has been obtained, or a satisfactory reason is given by the employee;
 - (f) fails to return to work after being recalled from layoff by notice sent by registered mail at least ten (10) working days prior to the effective recall date. Working days in this case shall be Monday to Friday, excluding any statutory holidays;
 - (g) is absent from work due to disability, which absence continues more than twenty-four (24) months. The Employer agrees to apply this paragraph in accordance with the Ontario *Human Rights Code*, as amended from time to time.

12.05 It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.

12.06 Seniority Accumulation During Leave of Absence

A full-time employee shall continue to accumulate seniority during any approved unpaid leave of absence not exceeding thirty (30) consecutive working days. Should the unpaid leave of absence exceed thirty (30) consecutive working days, the employee shall retain seniority attained to the date the absence began but will not accumulate any further seniority during the absence.

ARTICLE 13 - PROMOTION AND TRANSFER

13.01 In cases of promotion or transfers within the bargaining unit, the applicant with the greatest seniority shall be appointed provided they meet the essential requirements of the job.

13.02 Transfers and Seniority Outside the Bargaining Unit

No Employee shall be transferred and/or promoted to a position outside of the bargaining unit without their 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.

In the event an Employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, the employee shall accumulate seniority during the period of time outside the bargaining unit.

Article 8 of this Collective Agreement will apply during the twelve (12) calendar month period that the Employee's bargaining unit seniority is being held by the bargaining unit while the Employee is in a position outside of the bargaining unit. The amount of dues deducted will be calculated based on the Employee's bargaining unit position hourly rate of pay as per Appendix "A" or "B" as applicable for all paid hours worked in the position outside of the bargaining unit.

13.03

- (a) In the case of all permanent vacancies or new positions in the bargaining unit, including all temporary vacancies of three months or greater, the Employer will post such vacancies and new positions for a period of seven (7) days so that interested employees may apply. During the trial period, an employee in a temporary position may be denied a transfer to a new temporary position if the new temporary position does not provide for increased wages or job security.
- (b) The job posting notice shall contain the following information: nature of position, qualifications, required knowledge and education, shift hours of work (start and end time of shifts), wage or salary rate or range. A copy of the posting shall be provided to the Union at the time of the posting. It is understood that when a job becomes vacant, the Employer has the right to post with a change in the shift and/or the hours of work.
- (c) The successful candidate will be given a trial period not exceeding forty-five (45) shifts in the new position. Should the employee fulfill the requirements of the new position to the satisfaction of the Employer, the employee shall be declared permanent in the new position. If the employee fails to meet the requirements of the new position or if the employee requests to be returned to their former position at any time before the employee is declared permanent in the new position, the employee shall be returned to their former position and wage rate.
- (d) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board so designated for such purpose.

13.04

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification

and rate. Any change mutually agreed upon resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator) 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 classification.

13.05 For purposes of application of seniority under this Agreement but not for purposes of service, benefits or pay (save as expressly provided in this Agreement):

- (a) An employee whose status is changed from part-time to full-time will receive a seniority position on the basis of 1,650 hours worked equals one (1) year.
- (b) An employee whose status is changed from full-time to part-time shall transfer their full seniority to the part-time position and will continue to accumulate seniority in accordance with Article 12.01 (b).

13.06 An employee may make a written request indicating their interest in working elsewhere in the Home, and their application shall be considered when a permanent vacancy occurs. The request will be valid for a period of six (6) months.

ARTICLE 14 - LAYOFF AND RECALL

14.01

- (a) **For full-time employees** layoff shall mean the discontinuation or reduction in hours of a full-time position(s).
- (b) **For regular part-time employees** layoff shall mean the discontinuation or reduction in hours of a part-time position(s).

14.02

- (a) In the event of a layoff, employees will be laid off in the reverse order of their seniority provided that the employees retained meet the essential requirements of the job. Employees shall be recalled in order of their seniority provided they meet the essential requirements of the job.

- (b) 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 and may instead remain on layoff.
- (c) For the operation of 14.02 (b), temporary vacancy shall be defined as sick leave, vacation, leave of absence or any other paid or unpaid leave.
- (d) 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.

14.03 A Layoff Committee shall be established consisting of three (3) representatives of the Union and up to three (3) representatives of the Employer. The Union representation shall consist of the President, Chief Steward and the National Staff Representative. In the event of a proposed layoff the Layoff Committee shall meet to review the following:

- i) the reason causing the layoff;
- ii) the service the Employer will undertake after the layoff;
- iii) the method of implementation including the areas of cut-back and employees to be laid off;
- iv) to review the reasons and expected duration of any bed cutback or cutback in service, any realignment of service or staff and its effect on employees in the bargaining unit;
- v) workload.

14.04 In the event of a proposed layoff of a permanent or long-term nature, the Employer shall give at least sixty (60) days' notice of layoff for employees who will be laid off, unless the employees are entitled to more notice under the Employment Standards Act, in which case they will receive the notice provided for under the Act. Where an employee is laid off contrary to this Article, the Employer shall pay the employee termination pay at the employee's regular straight time hourly rate of pay for the period of notice that ought to have been given. The Employer shall not be required to give notice or pay in lieu thereof in the event of a disaster, such as a fire, flood, act of God or epidemic.

14.05 An employee in receipt of notice of layoff pursuant to Article 14.04 may:

- (a) accept the layoff, or
- (b) displace another employee who has lesser bargaining unit seniority in the same, or a lower, or an identical paying classification in the bargaining unit, provided the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be subject to notice in accordance with Article 14.04. An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and of the position claimed within seven (7) days after receiving the notice of lay off.

ARTICLE 15 - HOURS OF WORK

15.01

- (a) The standard work week for full-time employees shall consist of an average of thirty-seven and one-half (37.5) hours per week over the period scheduled by the Employer, provided however, that this does not constitute a guarantee as to hours of work per day or as to days of work per week or as a guarantee of working schedules.
- (b) The Employer agrees to consider the needs of both the staff and the residents in setting shift schedules.

15.02

- (a) Authorized work performed in excess of seven and one-half (7.5) hours per day or over the averaged thirty-seven and one-half (37.5) hour week shall be paid for at the overtime rate outlined in 15.02 (b) below.
- (b) The overtime rate shall be time and one-half (1.5) the employee's straight time hourly rate.

15.03

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal week and also as hours for which the overtime premium is paid.

- 15.04** Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. Time off at time and one-half (1.5) may be granted at a mutually agreeable time in lieu of overtime payment.
- 15.05** The Employer agrees to grant a fifteen (15) minute rest period during each half (0.5) shift at a time to be designated by the immediate Supervisor.
- 15.06** It is understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time and vice versa.
- 15.07** An employee who reports for work on their regularly scheduled shift and for whom regular work is not available shall be provided with four (4) hours work or four (4) hours pay in lieu thereof at their regular straight hourly rate unless they were notified prior to the commencement of the shift not to report.
- 15.08** An employee required to work three (3) or more hours overtime following the completion of their regular shift shall be provided with a meal or an allowance of five dollars (\$5.00) by the Employer.
- 15.09**
- (a) Where the Employer temporarily assigns an employee to carry out the responsibilities of a lower paid position, the employee shall retain their higher rate of pay.
 - (b) Where the Employer temporarily assigns an employee to carry out the responsibilities of a Supervisor, the employee shall receive an allowance of two dollars and fifty cents (\$2.50) per hour for each shift assigned.

ARTICLE 16 - SCHEDULING

16.01

- (a)
 - i) The Employer agrees that every full-time employee shall have every second weekend off.
 - ii) The Employer agrees that every part-time employee shall have every second weekend off if they so desire.

- (b) Employees will not be required to work more than seven (7) consecutive days.
- (c) There shall be no split shifts.
- (d) There shall be a minimum of ten (10) hours between shifts (exclusive of overtime).
- (e) Schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period. If it is necessary to change a posted schedule, the Employer will endeavour to give the employee affected by the change as much notice as possible. If the Employer fails to give forty-eight (48) hours' notice of the change, the employee shall receive time and one-half (1.5) the employee's regular straight time hourly rate for all hours worked on the next scheduled shift.
- (f) In the event that an employee is called in to work an unfilled scheduled shift, such employees, who are within the classification of needed replacement and have advised the Employer that they are available shall be offered the shift on a seniority basis.

For the purpose of this provision NA's and HCA's and PSW's shall be deemed to be the same classification.

When an employee is called and is not Home or unavailable to answer the call, that employee shall be deemed to have refused the offer of the shift and the Employer shall go to the next most senior available person.

Short Shift employees shall be considered for the full shift only after the availability list of employees not scheduled to work on the day has been exhausted.

Where availability books are utilized, employees who place themselves as available and expressly refuse the offer of a shift on three (3) consecutive occasions, relinquish their rights to be considered for call-in shifts for a period of one (1) month.

If unable to replace from within the classification the Employer, at its discretion may fill the shift with other qualified staff who are within the bargaining unit.

- (g) **In the event that the Employer has mistakenly failed to schedule a person into a shift and the shift is then being offered to available staff the length of the shift being offered will be the full length of the shift that had not been originally scheduled. In the event that the**

shift is being offered because the scheduled employee does not report for work then the shift being offered will only be the remainder of the originally scheduled shift.

16.02 Distribution and Relief Shifts

Relief shifts are those shifts which become available prior to the monthly schedule being posted.

Call-in shifts are those shifts which become available after the monthly schedule has been posted.

In the event an employee with greater seniority was not called in for an available shift, they shall be offered a shift of their choice to be worked during the four (4) week period following the date original shift was filled.

Relief and call-in shifts shall be offered in order of seniority to available and qualified employees within the available classification who have been scheduled less than seventy-five (75) hours in the pay period in which the replacement or call-in opportunity occurs, provided such opportunity does not result in overtime.

For the purpose of this provision NA's, PSW's and HCA's shall be deemed to be the same classification.

Employees wishing to accept relief shifts shall submit their availability to the Employer at least four (4) weeks in advance of the posting of the schedule.

Employees wishing to accept call-in shifts shall submit their availability to the Employer at the time of the posting of the monthly schedule.

Employees who fail to submit their availability for relief and call-in shifts as indicated above will forfeit their right to be scheduled for relief and call-in shifts in order of seniority.

16.03 Exchange of Shifts

Subject to approval, employees shall be permitted to exchange shifts provided that the following conditions are met:

- i) no overtime results
- ii) no employee works consecutive shifts as a result
- iii) the employees affected are in the same classification
- iv) the affected shifts are within a two week period

- v) the affected shifts are of the same duration
- vi) the Employer is provided not less than twenty-four (24) hours notice.

ARTICLE 17 - HOLIDAYS

17.01 The following shall be recognized as holidays for all employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
(3 rd Monday in February)	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	One (1) Float Day
Canada Day	

In addition to the above holidays, the Employer will grant one (1) float day to each employee for a total of eleven (11) holidays and one (1) float day.

A Float Day must be taken within the calendar year and may not be carried forward to the next calendar year unless written permission is granted by the Employer.

17.02 Christmas/New Year's Holidays

- i) If requested, an employee who has Christmas Day paid holiday off shall also have Boxing Day paid holiday off. The Employer will give each full-time employee a minimum of four (4) consecutive days off over the Christmas/New Year's break.

The Employer will allow each employee who is scheduled off either Christmas Day or New Year's Day to be scheduled off the evening and/or night shift prior to the holiday. Conversely, those who are scheduled to work the (statutory) paid holiday will be available to work within the previous twenty-four (24) hour period prior to the paid holiday.

- ii) (Nursing Only **but not including Ward Clerks or RAI Coordinators**)
Based on operational needs, employees will be permitted to have Christmas Day through New Year's Day inclusive, off. Requests are to be in writing. Granting the request will be distributed by seniority of the employee and granted on a one-time only basis every five (5) years. If the quota of requests is not met, the same employee may be given the time off. The number of employees that can be off during this time shall be a minimum of ~~one (1)~~ **two (2)** RPN's and ~~two (2)~~ **four (4)** HCA's.

- iii) **17.02 i) and ii) above shall be scheduled and approved in accordance to clause 18.05 of this Collective Agreement.**

17.03

- (a) **(Full-time Employees Only)**
In order to qualify for holiday pay, the employee must work the employee's full regularly scheduled shift immediately preceding and immediately following the holiday, unless the employee is excused for reasonable cause by the Employer (which shall not be unreasonably denied).

Holiday pay shall be equivalent to the employee's regular straight time pay for the employee's normal full shift.

- (b) **(Part-time Employees Only)**
A part-time employee's holiday pay for a given holiday shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the holiday occurred, divided by 20.

17.04

- (a) **(Full-time Employees Only)**
An employee required to work on any of the foregoing holidays shall be paid at time and one-half (1.5) their regular straight time rate of pay for all hours worked on such holiday. In addition, if the employee qualifies for the holiday, the employee shall receive a lieu day to be granted on a mutually agreeable date. **This lieu day off shall be scheduled and approved in accordance with clause 18.05 of this Collective Agreement.**

The Union and the Home agree to waive the requirement that a day granted in lieu of work performed on a holiday be taken within thirty (30) days on which the holiday was observed.

It is understood that employees shall not be permitted to carry forward days banked in lieu of a holiday to a subsequent calendar year unless written permission is granted by the Employer.

(b) **(Part-time Employees Only)**

A part-time employee who works on a holiday as designated in Article 17.01 will be paid at time and one-half (1.5) their regular rate of pay for all hours worked.

17.05 (Full-time Employees Only)

When a holiday to which an employee is entitled falls on an employee's day off or during their vacation period, the employee shall be granted another day off with pay on a mutually agreeable date. **The scheduling and approval of this day shall be done in accordance with clause 18.05 of this Collective Agreement.**

17.06 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls on the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

17.07 Personal Days Off With Pay

Effective January 1, 2014 and in recognition to long service Employees, those Employees achieving the years of service listed below, shall receive, every calendar year and including the calendar year in which they achieve the designated years of service listed below, to take the corresponding Personal Days off with pay. These Personal Days off with pay will not be carried over from calendar year to calendar year. The Personal Days off with pay shall be approved by their Supervisor and such approval shall not be unreasonably denied.

Part Time Employees who are entitled to these Personal Days off with pay will have their pay calculated as per clause 17.03 (b).

Personal Days off with pay entitlement shall be as follows:

20 years of service to 24 years of service	2 days
25 years of service to 27 years of service	3 days
28 years of service and more	5 days

ARTICLE 18 - VACATIONS ~~FULL-TIME EMPLOYEES~~

18.01 Full-time Employees

Employees shall be entitled to vacation with pay based on length of continuous service as set out below:

- (a) During the first (1st) year of employment an employee will receive two (2) weeks of paid vacation, prorated based on the date of hire in the first (1st) calendar year;
- (b) An employee who has completed one (1) or more years but less than nine (9) years of continuous service as of December 31st in any year shall be entitled to three (3) weeks' vacation with pay;
- (c) An employee who has completed nine (9) or more years but less than eighteen (18) years of continuous service as of December 31st of any year shall be entitled to four (4) weeks' vacation with pay;
- (d) An employee who has completed eighteen (18) or more years **but less than twenty-two (22) years** of **continuous** service as of December 31st of any year shall be entitled to twenty-five (25) days of vacation with pay.
- (e) **An employee who has completed twenty-two (22) or more years of continuous service as of December 31st of any year shall be entitled to thirty (30) days of vacation with pay.**

~~18.01~~ 18.02 Vacation Pay – Part-time Employees

- (a) All part-time employees shall receive vacation pay at the following rates:
 - i) Up to one (1) year of service - 4%
 - ii) One (1) year of service but less than nine (9) years of service - 6%
 - iii) Nine (9) years of service but less than eighteen (18) years of service - 8%
 - iv) Eighteen (18) years of service ~~or more~~ **but less than twenty-two (22) years of service** - 10%
 - v) **Twenty-two (22) years of service or more** - 12%

(b) In addition to vacation pay, part-time employees may request and shall be granted vacation time off without pay as follows:

- | | | | |
|------|---|---|----------------|
| i) | Up to one (1) year of service | - | 2 weeks |
| ii) | One (1) year of service but less than nine (9) years of service | - | 3 weeks |
| iii) | Nine (9) years of service but less than eighteen (18) years of service | - | 4 weeks |
| iv) | Eighteen (18) years or more of service
but less than twenty-two (22) years of service | - | 5 weeks |
| v) | Twenty-two (22) years or more of service | - | 6 weeks |

(c) A part-time employee's vacation pay shall be paid out on the pay day immediately prior to November 18th.

~~18.09~~ (d) In the calculation of vacation pay, one (1) year of service equals 1,650 hours worked.

~~18.02~~ ~~18.03~~ Where an employee makes a written request at least one (1) month prior to the end of a calendar year, the Employer may permit the employee to carry over up to five (5) vacation days to the next vacation year. The Employer's permission will not be withheld unreasonably.

~~18.03~~ ~~18.04~~ An employee who terminates employment for any reason shall be entitled to receive any unpaid vacation pay which has accrued up to the date of termination. Conversely, an employee who has used more vacation days than the employee is entitled, shall reimburse the Home for the vacation days used but not entitled.

~~18.04~~ **18.05 Vacation Scheduling Provisions**

The following provisions shall apply to the scheduling and approval of vacation for employees:

(a) **Vacations shall be scheduled at times mutually convenient to the Employer and the employee, and once approved shall not be changed unless mutually agreed to by the employee and the Employer.**

(b) **Employees will be given preference for their preferred times of vacation on the basis of seniority.**

- (c) Vacations shall be scheduled with adjacent weekends off whenever possible.
- (d) The yearly vacation planner will be made available by September 1st in each department to enable employees to request in writing their preferred time(s) for vacation. The vacation planner will cover a twelve (12) month period, from January 1st of the upcoming year until and including December 31st of the same year. Employees will have until October 1st inclusive to submit their requests. Vacation schedules shall be posted by December 1st of each year to indicate which request have been approved or denied pending coverage. Any request that is denied pending coverage must be approved or denied a minimum of twenty (20) working days prior to the vacation date (s) being requested.
- (e) The above mentioned vacation planner requests shall have priority over any other requests made after October 1st.
- (f) Subsequent to October 1st, employee vacation request shall be granted on a first-come first-served basis for the 12 month period beginning January 1st of the upcoming year up to and including December 31st of that same year.
- (g) Subsequent to October 1st, should multiple vacation requests for the same period of time, be received on the same business day, any vacation approvals shall be granted on the basis of seniority.
- (h) Employee requests after October 1st shall be identified as approved, denied pending coverage, or denied within seven (7) working days, which excludes Saturdays, Sundays, and paid holidays. Any request that is denied pending coverage must be approved or denied a minimum of twenty (20) working days prior to the vacation date(s) being requested.

18.0518.06 If an employee is hospitalized while on vacation leave, the employee shall be considered to be on sick leave for the period of the hospitalization that would have otherwise been considered to be vacation leave, provided the employee provides proof of the hospitalization.

18.0618.07 No employee shall be required to return to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, the employee shall be paid at time and one-half (1.5) their regular rate of pay for all hours worked and the vacation time so lost will be rescheduled to a mutually agreeable time.

- 18.08** If an employee is prevented from going on their scheduled vacation in a calendar year because of being on Workers' Compensation, such vacation shall be rescheduled upon their return to work, provided the employee remains entitled to vacation pay in the amount provided for by this Agreement.

ARTICLE 19 - SICK LEAVE

19.01 Accumulation and Payment of Sick Leave

Full-time employees: shall accumulate sick leave credits at the rate of one and one-half (1.5) days per month, to a maximum of one hundred and sixty (160) days. Sick leave credits shall be added on the last day of each month.

Deduction shall be made from the unused portion of an employee's accumulated sick leave credits at a ratio of one (1) day for each day of absence due to illness, or on an hourly basis for absences of less than a full day.

- 19.02** When a full-time employee is absent without pay on sick leave, they shall not receive sick leave credit for the month in which the absence occurs, if the absence exceeds ten (10) working days. When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

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

- 19.04** Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness.

If the Employer requires a sick leave certificate, and the Doctor charges the Employee for such certificate, the Employer will reimburse the Employee for the certificate providing proof of payment is supplied to the Employer.

- 19.05** Immediately after the close of the calendar year each full-time employee shall be made aware of sick leave credits accrued to their credit.
- 19.06** Upon retirement or termination of employment for other than just cause, an employee with five (5) years of full-time service or greater, shall be paid for any unused sick leave credits earned to a maximum of eighty (80) days at a payout rate of 50%.
- Full-time employees employed as of September 16, 2011, will have their existing unused sick leave credit cash-out entitlement grand-parented.
- Full-time employees hired on or after September 16, 2011 will accumulate sick leave credits as per Article 19.01 but will not be provided with a cash-out option upon retirement or termination of employment.
- 19.07** A full-time employee shall be permitted, after notifying their Supervisor, to use up to three (3) days per illness of accumulated sick leave, to a maximum of six (6) days per year, in the case of an illness of a family member living with the employee so that arrangements for care can be made.
- 19.08** An employee with five (5) days of sick leave credits (or less) who changes from full-time status to part-time status may use such credits as a part-time employee. Otherwise, sick leave credits shall be maintained for future use, or at the employee's option may be cashed out on the same basis as set out in Article 19.06. Where an employee triggers a pay out of sick leave due to a change of status from full-time to part-time, and subsequently returns to full-time status, their sick leave pay out shall be reduced by the number of days initially paid out.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01** Written request for a leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be made to the President & CEO as far in advance as possible.
- 20.02** Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of seventy-five (75) days during any calendar year, provided adequate notice is given to the Employer. It is agreed that not more than four (4) employees shall be absent on such leave at the same time, and that not more than two (2) employees from any one department shall be subject to operational requirements.

20.03 If a full-time employee's absence without pay from the Home exceeds thirty (30) continuous calendar days, the employee will not accumulate service for purposes of vacation entitlement and sick leave benefits for the period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which the employee is participating for the period of the absence in excess of thirty (30) days.

20.04 Where a full-time employee requires time off to write examinations for courses approved by the Employer, such time off shall be without loss of pay, seniority or benefits.

20.05 An employee shall receive the pay and benefits provided for in this Agreement when on approved leave of absence for Union business. The Union shall reimburse the Employer for all pay and benefits during such absence.

20.06 Union Education Program

An education leave of absence for participation in the Union's program shall be granted by the Employer without pay to a maximum of three (3) months.

Such leave will be requested by the Local as far in advance as possible. It is agreed that not more than one (1) employee shall be absent on such leave from any one department at the same time with the exception of two (2) from the nursing department. It is agreed that not more than two (2) employees shall be absent on such leave at the same time.

20.07 Leave for Full time Union Activity

An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay or benefits, without loss of seniority for a period of two (2) years. Such period shall be renewed each year, on request, during their term of office. This leave cannot be extended beyond a period of six (6) years.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.01 Pregnancy & Parental Leave

The Employer shall provide pregnancy, parental and adoption leave in accordance with the Employment Standards Act as amended , as follows:

1. In this Part,

"parent" includes 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 and who intends to treat the child as his/her own;

"parental leave" means a leave of absence under subsection 5 (1);

"pregnancy leave" means a leave of absence under subsection 2 (1).

2. (1) A pregnant employee who started employment with her Employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

(3) the employee must give the Employer,

a) at least two weeks written notice of the date the leave is to begin; and

b) a certificate from a legally qualified medical practitioner stating the expected birth date.

3. (1) Subsection 2 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

(2) An employee described in subsection (1) must, within two weeks of stopping work, give the Employer,

a) written notice of the date the pregnancy leave began or is to begin; and

b) a certificate from a legally qualified medical practitioner that,

(i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of

complications caused by her pregnancy and states the expected birth date, or

- (ii) in any other case, states the date of the birth, stillbirth or miscarriage and the date the employee was expected to give birth.

4.
 - (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
 - (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.
 - (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the Employer at least four weeks written notice of that day.
5.
 - (1) An employee who has been employed by his/her Employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
 - (a) the birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.
 - (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
 - (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
 - (4) The employee must give the Employer at least two weeks written notice of the date the leave is to begin.
6.
 - (1) Subsection 5 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent

for the first time sooner than expected.

(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

(3) An employee described in subsection (1) must give the Employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

7. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave or thirty-seven (37) weeks after it began if the employee did not take pregnancy leave. Parental leave may end on an earlier day if the employee gives the Employer at least four weeks written notice of that day.

8. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

(a) to an earlier date if the employee gives the Employer at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least two weeks written notice before the date leave was to begin.

(2) An employee who has given notice to end leave may change the notice,

(a) to an earlier date if the employee gives the Employer at least four weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least four weeks written notice before the date leave was to end.

9. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his/her employment unless he/she elects in writing not to do so.

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plan, extended health plan, dental plans and any other types of benefit plans that are prescribed.

- (3) During an employee's pregnancy leave or parental leave, the Employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) Seniority continues to accrue during pregnancy leave or parental leave.
10. (1) The Employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.
- (2) If the Employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the employee, when the operations resume, in accordance with the Employer's seniority system or practice, if any.
- (3) The Employer shall pay a reinstated employee wages that are at least equal to the greater of;
- (a) the wages the employee was most recently paid by the Employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.
11. An Employer shall not intimidate, discipline, suspend, lay-off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
12. Where an Employer fails to comply with the provisions of this Part, an Employment Standards Officer may order what action, if any, the Employer shall take or what the Employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the Employer to the Director in trust for the employee.

ARTICLE 22 - BEREAVEMENT LEAVE

22.01

- (a) An employee who is absent from work due to the death of their immediate family or other specified relatives as defined in Appendix "A" shall be entitled to leave during the time of the bereavement not to exceed the following:
- (i) Where a member of his/her immediate family dies, an employee shall be entitled to a maximum of six (6) consecutive calendar days. Compensation for such leave will be at the employee's current rate of pay for the regularly scheduled shifts within such time.
 - (ii) Where an employee's immediate relative dies, the employee shall be entitled to a maximum of three (3) consecutive calendar days. Compensation for such leave will be at the employee's current rate of pay for the regularly scheduled shifts, if any, within such time.
 - (iii) Where an employee's relative dies, the employee shall be entitled to a maximum of one (1) calendar day. Compensation for such leave will be at the employee's current rate of pay for the regularly scheduled shifts, if any, within such time.
- (b) Upon request, an employee may extend such leave without pay. Such decision shall be determined in a fair and reasonable manner.
- (c) An employee shall not be denied bereavement leave in the event that the death occurs while the employee is on paid vacation. Such paid vacation shall be reccredited to the employee.

22.02 Where the burial occurs more than four hundred (400) kilometres from the Home, leave shall also include paid time for travelling. Such time shall not exceed two (2) days.

22.03 The Employer may at its discretion request proof of death. Proof of death includes a newspaper obituary or death announcement.

ARTICLE 23 - COURT ATTENDANCE

23.01 If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law, the employee shall not lose

their regular pay or seniority because of such attendance provided that the employee:

- (a) notifies the Employer immediately upon their notification that the employee will be required to attend court;
- (b) presents proof of service requiring their attendance; and
- (c) promptly repays to the Home the amount (other than expenses) paid to the employee for such service or attendance.

ARTICLE 24 - BENEFIT PLANS

24.01 The Employer agrees to contribute on behalf of each eligible full-time employee covered by the Collective Agreement, one hundred percent (100%) of the billed premium under the standard Extended Health Care Plan, including vision care coverage of three hundred dollars (\$300.00) for every two year period, subject to an annual deductible of ten dollars (\$10.00) single and twenty dollars (\$20.00) family, and subject to the terms and conditions of such plan.

Employees are encouraged to have prescriptions covered under the Extended Health Care Plan dispensed by a member of the preferred provider network. Where an employee chooses to use other than a member of the preferred provider network, the insured coverage for the dispensing fee shall be limited to the current fee as negotiated under PPN. For information purposes the PPN fee as of December 1, ~~2012~~ **2014** is ~~\$8.40~~ **\$8.83** per prescription or refill or such greater amount as set from time to time by the preferred provider network. Should the existing preferred provider network be discontinued, this limitation on the coverage of dispensing fees shall be lifted.

24.02 The Employer agrees to contribute on behalf of each eligible full-time employee covered by the Collective Agreement one hundred percent (100%) of the billed premium of the present Dental Plan, equivalent to Blue Cross #9, based on the current O.D.A. Fee Schedule, subject to the terms and conditions of such Plan.

24.03 The Employer agrees to pay on behalf of each eligible full-time employee covered by the Collective Agreement one hundred percent (100%) of the billed premium of the Group Life Insurance Plan. The benefits under the Plan include life insurance coverage of three (3) times annual salary rounded to the closest one hundred dollars (\$100.00), plus Accidental Death and Dismemberment coverage.

24.04 The Employer shall continue to provide on behalf of each eligible full-time employee covered by the Collective Agreement the current Long Term Disability Plan, or its equivalent. Employees shall be deducted for one hundred percent (100%) of the billed premiums.

24.05 PREMIUM IN LIEU OF FRINGE BENEFITS

In addition to their regular hourly rate as set in this Agreement, a part-time employee will receive in lieu of all fringe benefits (being those benefits paid to an employee in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, tour differential, responsibility allowance, bereavement leave, court attendance) an amount equal to thirteen percent (13%).

ARTICLE 25 - PENSION PLAN

All eligible employees shall join the Nursing Homes and Related Industries Pension Plan in accordance with the following:

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

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

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

.02 Effective October 1, 2009, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages effective January 1, 2009,

to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%), of applicable wages to the Plan.

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.

.03 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.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute 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.

.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the 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.

.06

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

ARTICLE 26 - WAGES

- 26.01** The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" for full-time employees and Schedule "B" for part-time employees, attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.
- 26.02** For part-time employees, the Employer agrees to increase wages to the next year of Schedule B when each 1650 hours have been worked.

ARTICLE 27 - SHIFT PREMIUM

- 27.01**
- (a) The Employer shall pay an evening and night shift premium of ~~sixty five cents (\$.65)~~ **seventy cents (\$.70)** per hour to all employees between 1800 hours and 0600 hours inclusive.
- (b) The Employer shall pay a weekend premium of ~~twenty five cents (\$.25)~~ **thirty cents (\$.30)** per hour to all employees for all hours worked on a Saturday or on a Sunday in addition to any evening and night shift premium.

ARTICLE 28 - HEALTH AND SAFETY

- 28.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness. A joint Management and Employee Health and Safety Committee exists in the Home pursuant to the terms and regulations of the Occupational Health and Safety Act (Ontario). The Union shall have representation on this Committee.

ARTICLE 29 - MISCELLANEOUS

- 29.01** The Employer shall provide at least two (2) bulletin boards on which the Union has the right to post notices of Union meetings and of any other matter which can reasonably be said to deal with Union activities.

- 29.02** The Employer shall make available to an employee or an Officer of the Union, with the consent of the employee concerned, any report concerning the employee's work which may be on file, including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. The employee shall acknowledge viewing such report or complaint by affixing thereto their signature.
- 29.03** An employee shall have the right, in each half of the calendar year, to review the contents of the employee's personal file, other than confidential information concerning previous employment, and the right to respond in writing to any document contained therein. Such responses shall become part of the employee's personal file.
- 29.04** At the time discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by the employee's Union Representative.
- 29.05** Any record of a disciplinary action, including written warnings or suspensions taken against any employee for any reason, save and except resident abuse, will be removed from an employee's file twelve (12) months after the date on which the incident occurred, if, during those twelve (12) months, no further formal disciplinary action is taken against the employee. When such subsequent actions occur, the original and subsequent records will be removed only after twelve (12) months from the date of the last incident which merited discipline occurred.
- 29.06** The Employer shall make available to the Union job descriptions for positions in the bargaining unit. These job descriptions shall not form part of the Collective Agreement.
- 29.07** Employees shall be reimbursed for the purchase of uniforms which they are required to wear while on duty. To obtain such a reimbursement, employees must produce a receipt for the purchase of the uniforms. Only employees who have completed the probationary period are eligible for such a reimbursement. The maximum reimbursement for any calendar year is one hundred and fifty dollars (\$150.00) for employees who are regularly scheduled to work twenty-four (24) hours or more per week, and seventy-five dollars (\$75.00) for employees regularly scheduled to work less than twenty-four (24) hours per week. Uniforms include any attire required by the Employer.
- 29.08** The Employer shall make available to the President of the Local, upon request, the Policies and Procedures Manual of the Home.

29.09 The Employer agrees to arrange for the direct deposit of pay cheques for employees during the term of this Agreement.

29.10 All benefits provided for in this Collective Agreement including but not limited to benefit plans and pension plan shall be interpreted such that spouse shall include within its meaning "same sex spouse" and that family shall include within its meaning "dependents of the employee's spouse".

ARTICLE 30 - PRINTING OF AGREEMENT

30.01 The Union and the Employer agree to share the cost of reproduction of the Collective Agreement on an equal basis.

30.02 All new employees shall be provided with a copy of the Collective Agreement within three (3) days of commencing employment with the Home.

ARTICLE 31 - RETIREMENT

31.01 Employees who plan to retire are requested to give notice, in writing, not less than sixty (60) days prior to their intended date of retirement.

ARTICLE 32 - DURATION

32.01 This Agreement shall be in effect from January 1, ~~2012~~ **2015**, to December 31, ~~2014~~ **2016**, inclusive and shall continue automatically thereafter from year to year unless either party gives to the other party written notice of termination or desire to amend this Agreement.

Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date. The parties shall meet within fifteen (15) days of the notice or at such other times as they mutually agree.

DATED AT _____ THIS _____ DAY OF _____, ~~2013~~
2015.

FOR THE UNION

FOR THE EMPLOYER

tp
cope 491
September 30, 2015

St. Patrick's Home of Ottawa

Schedule "A" - Hourly Rate Full-time Employees

Classification	Date	Start	Year 1	Year 2	Year 3
Housekeeping Aide Laundry Aide Dietary	January 1/15	17.91	18.41	18.86	19.30
	January 1/16	18.14	18.65	19.10	19.55
Housekeeping Lead Hand	January 1/15	20.59	21.16	21.67	22.22
	January 1/16	20.86	21.43	21.95	22.51
Certified Cook	January 1/15	21.47	22.07	22.44	22.72
	January 1/16	21.75	22.36	22.73	23.01
Apprentice Cook	January 1/15	19.19	19.73	20.09	20.38
	January 1/16	19.44	19.99	20.35	20.64
Maintenance 1 Painter	January 1/15	20.53	21.05	21.47	21.89
	January 1/16	20.80	21.32	21.75	22.17
Maintenance 2	January 1/15	18.32	18.83	19.26	19.69
	January 1/16	18.56	19.07	19.51	19.94
Maintenance Lead Hand	January 1/15	23.61	24.21	24.68	25.19
	January 1/16	23.92	24.52	25.00	25.52
H.C.A./P.S.W.	January 1/15	20.02	20.45	20.93	21.37
	January 1/16	20.28	20.71	21.20	21.65
Nurses' Aide Nursing Student	January 1/15	18.30	18.82	19.25	19.69
	January 1/16	18.54	19.06	19.50	19.94
R.P.N.	January 1/15	24.86	25.32	25.79	26.27
	January 1/16	25.18	25.65	26.12	26.61
Ward Clerk	January 1/15	20.60	21.09	21.51	22.00
	January 1/16	20.87	21.36	21.79	22.29
Rehabilitation Services Worker	January 1/15	22.80	23.28	23.75	24.21
	January 1/16	23.10	23.58	24.06	24.52
Recreologist	January 1/15	20.60	21.09	21.51	22.00
	January 1/16	20.87	21.36	21.79	22.29
Recreologist Lead Hand	January 1/15	23.69	24.25	24.73	25.30
	January 1/16	24.00	24.56	25.05	25.63

St. Patrick's Home of Ottawa

Schedule "B" - Hourly Rate Part-time Employees

(wage rates include 12% in lieu of benefits premium and increase to 13% in Lieu of Benefits Premium as of April 7, 2011)

Classification	Date	Start	Year 1	Year 2	Year 3
Housekeeping Aide Landry Aide Dietary Aide	January 1/15	20.24	20.81	21.31	21.81
	January 1/16	20.50	21.08	21.59	22.09
Housekeeping Lead Hand	January 1/15	23.27	23.91	24.49	25.11
	January 1/16	23.57	24.22	24.81	25.44
Certified Cook	January 1/15	24.26	24.94	25.35	25.68
	January 1/16	24.57	25.26	25.68	26.01
Apprentice Cook	January 1/15	21.69	22.30	22.75	23.03
	January 1/16	21.97	22.59	23.04	23.33
Maintenance 1 Painter	January 1/15	23.20	23.79	24.26	24.73
	January 1/16	23.50	24.10	24.57	25.05
Maintenance 2	January 1/15	20.71	21.27	21.77	22.25
	January 1/16	20.98	21.55	22.05	22.54
Maintenance Lead Hand	January 1/15	26.67	27.35	27.89	28.47
	January 1/16	27.02	27.70	28.25	28.84
H.C.A./P.S.W.	January 1/15	22.62	23.11	23.65	24.16
	January 1/16	22.91	23.41	23.96	24.47
Nurses' Aide Nursing Student	January 1/15	20.67	21.27	21.76	22.25
	January 1/16	20.94	21.55	22.04	22.54
R.P.N.	January 1/15	28.08	28.61	29.14	29.68
	January 1/16	28.44	28.98	29.52	30.06
Ward Clerk	January 1/15	23.28	23.83	24.30	24.87
	January 1/16	23.58	24.14	24.61	25.19
Rehabilitation Services Worker	January 1/15	25.76	26.31	26.84	27.35
	January 1/16	26.09	26.65	27.19	27.70
Recreologist	January 1/15	23.28	23.83	24.25	24.87
	January 1/16	23.58	24.14	24.56	25.19
Recreologist Lead Hand	January 1/15	26.76	27.40	27.95	28.59
	January 1/16	27.11	27.76	28.31	28.96

RETROACTIVITY

Any retroactivity owing will be paid to all present and past employees within three (3) pay periods of Union ratification of this Memorandum of Agreement.

All wage increases and adjustments provided for in this Agreement shall be retroactive to the effective date of such increase or adjustment. All items will be effective and retroactive to January 1, ~~2012~~ **2015** unless otherwise specified in the Memorandum of Agreement.

Retroactivity will be based upon all hours paid.

Retroactive pay and adjustments will be paid on a separate cheque. The Employer will supply the Employee with a detailed explanation of the retroactive pay calculations. Retroactivity will be paid in respect of all remuneration to all eligible Employees on the payroll as of the expiry date of the previous agreement (December 31, ~~2011~~ **2014**) and to all new Employees hired since that date.

In the event an eligible Employee shall have terminated their employment since December 31, ~~2011~~ **2014**, the Employer shall advise the Employee within thirty (30) days by notice in writing via registered mail to the last known address on the records of the Employer. The Employee shall have sixty (60) days from receiving the notice with which to claim any payment due to the Employee. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the Employee making such claim.

DATED AT _____ **THIS** _____ **DAY OF** _____, ~~2013~~ **2015**.

FOR THE UNION

FOR THE EMPLOYER

“APPENDIX A”

Bereavement Leave – Definitions

Immediate Family

- Spouse:** spouse or common law spouse, or same sex-partner of the employee
- Child:** a child, stepchild or foster child of the employee or of the employee’s spouse, common law spouse or same-sex partner
- Parent:** a parent, stepparent or foster parent of the employee
- Brother/Sister:** brother or sister, step-brother/sister or foster brother/sister of the employee

Immediate Relative

- Parent-in-Law:** parent of spouse, common law spouse or same sex partner of the employee
- Grandparent:** a grandparent, step grandparent of the employee
- Grandchild:** grandchild, step-grandchild or foster grandchild of the employee

Relative

brother/sister-in-law, uncle/aunt, nephew/niece of the employee

Letter of Understanding

between

St. Patrick's Home of Ottawa Inc.

and

Canadian Union of Public Employees and its Local 2437

Re: Transition to Retirement

Effective April 29th, 2013, in order to facilitate the transition to retirement, full-time staff will be permitted to reduce their hours of work to part-time status while holding the permanent jobs as their own subject to the following:

- Each request shall be considered on its own merit on a wholly without prejudice basis and shall require the consent of the Employer and the consent of the Union.
- The position would be divided, without interference to the replacement shift. The incumbent would not be required to apply for the posted temporary position which would represent the remainder of the position.
- The term of the part-time position shall be a minimum of six (6) months, and shall not exceed twelve (12) consecutive months, from the effective date.
- The employee has the option of reverting back to full-time status after six (6) months provided that four (4) weeks' notice is provided. At such time, the part-time employee who had been doing the balance of the full-time position shall revert to their previous position and status and any other employee affected shall likewise revert to their previous position and status.
- An employee may only reduce hours for the purpose of transitioning to retirement once during their term of employment with the Employer.
- Effective on the first day of the month following the transition, the employee shall no longer be eligible to participate in the benefit plans described in Article 24 of the Collective Agreement for the period of part-time work and shall be compensated with the "in lieu" of premium in accordance with Article 24.05 of the Collective Agreement. In the event the employee resumes their full-time status, there shall be no waiting period for the resumption of benefits.

- The employee may continue with contributions to the pension plan on the same basis as a part-time employee.

Upon the cessation of employment at St. Patrick's Home, the job shall revert back to full-time and be posted. At such time, the part-time employee who had been doing the balance of the full-time positions shall revert to their previous position and status and any other employee affected shall likewise revert to their previous position and status.

DATED AT _____ THIS _____ DAY OF _____, ~~2013~~ 2015.

FOR THE UNION

FOR THE EMPLOYER

Letter of Understanding

between

St. Patrick's Home of Ottawa Inc.

and

Canadian Union of Public Employees and its Local 2437

Re: Acceptance of Job Offer

The parties agree that the Employer will implement to the following procedure effective the date of ratification related to acceptance of internal SPH job offers:

1. Employees who have received a verbal job offer to transfer to a new position within St. Patrick's Home will be provided two (2) working days to confirm acceptance of such offer to the hiring supervisor, or delegate, as communicated to the employee at the time of receiving the offer.
2. Employees who do not respond to the verbal job offer within the two (2) working day timeframe will forfeit their right to the offered position.
3. The position will then be offered to the next eligible candidate as determined during the recruitment process.
4. Working days do not include scheduled days off, vacation days or statutory holidays.

DATED AT _____ THIS _____ DAY OF _____, ~~2013~~
2015.

FOR THE UNION

FOR THE EMPLOYER

Letter of Understanding

between

St. Patrick's Home of Ottawa Inc.

and

Canadian Union of Public Employees and its Local 2437

Re: Influenza Vaccine

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

- (a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee has not been vaccinated with the recommended influenza vaccine and an outbreak occurs on their unit, during the outbreak period the employee will be allowed to continue to work on the unit but will be required to wear full personal protective equipment for the duration of the outbreak, provided that such practice is not specifically disallowed by the Medical Officer of Health.
- (c) In the event of an outbreak where the Medical Officer of Health does not allow employees who have not taken the recommended vaccine to work on the unit affected by an outbreak, the following provisions will apply:
 - i) If an employee refuses to take the recommended or required vaccine **or antiviral (Tamiflu)** required under this provision, the employee will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on unpaid leave. If an employee is placed on unpaid leave, the employee can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
 - ii) If an employee refuses to take the recommended or required vaccine **or antiviral (Tamiflu)** because it is medically contra-indicated, and where a medical certificate is provided to this effect, the employee will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is

further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (d) The Employer will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (e) This letter shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

DATED AT _____ THIS _____ DAY OF _____ , ~~2013~~ 2015.

FOR THE UNION

FOR THE EMPLOYER

tp
cope 491
September 30, 2015

~~Letter of Understanding~~

~~between~~

~~St. Patrick's Home of Ottawa Inc.~~

~~and~~

~~Canadian Union of Public Employees and its Local 2437~~

~~Re: Vacation Scheduling~~

~~Whereas it is to the mutual benefit of both the Employer and the Union to ensure that vacation requests and scheduling are processed and scheduled in a timely and more effective manner, the parties agree to discuss the process in which vacation requests are processed and scheduled during the life of the Collective Agreement.~~

~~DATED AT _____ THIS _____ DAY OF _____, 2013~~
~~2015.~~

~~FOR THE UNION _____ FOR THE EMPLOYER _____~~

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cope 494
September 30, 2015