

COLLECTIVE AGREEMENT

between

**HCN-Revera Lessee (Windsor Park) LP by
its general partner HCN-Revera Lessee
(Windsor Park) GP Inc. operating as
Windsor Park Manor**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4000-12**



December 17, 2017 to December 31, 2022

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PREAMBLE

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

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.
- 6) To provide compassionate care for the residents to meet their needs in a safe and comfortable environment treating them with respect and dignity

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right function:

- a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that she has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided.

- c) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No – Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Canadian Union of Public Employees (CUPE) as the sole collective bargaining agent of all employees employed by HCN-Revera Lessee (Windsor Park) LP by its general partner HCN-Revera Lessee (Windsor Park) GP Inc. operating as Windsor Park Manor, in the City of Ottawa, Ontario save and except office and clerical, hairstylist, activity director, general manager, foot care staff, physicians, supervisors and persons above the rank of supervisor.

2.02 Bargaining Unit Work

Employees not covered by the term of this Agreement will not perform any duties, which are normally performed by members of the bargaining unit.

This Article shall not prevent residents or designates from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and or designate and the provider and shall not be viewed as a violation of the Collective Agreement.

The current incumbents of the following classifications shall be considered working supervisors who may continue to perform bargaining unit work:

- Director of Recreation
- Director of Environmental Services

2.03 Definitions of Employees

.01 A full-time employee is one who is regularly scheduled for sixty (60) hours or more bi-weekly.

.02 A part-time employee is one who is regularly scheduled for less than sixty (60) hours bi-weekly.

.03 An unscheduled part-time employee is one who does not have any regularly scheduled hours and is called into work on an as needed basis.

For unscheduled part-time employees the hours may fluctuate up and down without triggering the layoff or posting procedures.

2.04 No Other Agreements

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

2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

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

ARTICLE 4 – HARASSMENT

4.01 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 his/her 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.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer referenced in Article 2.01, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

The Employer shall deduct from each pay of each bargaining unit employee on a bi-weekly basis dues or assessments to the amount indicated by the Union, and remit such dues or assessments to the Secretary-Treasurer of the Local Union no later than the fifteenth (15th) day of the month following the month such dues or assessments being deducted.

Payment to the Union shall be accompanied by a hard copy statement listing the employee's name, LOA's, the amount deducted for Union dues or assessments for each employee, and the pay period for which the dues have been deducted. No later than ninety (90) days following the date this Collective Agreement comes into effect, the hard copy statement shall also

include the following information: hourly wage rate, hours worked during the pay period (detailing overtime and regular), job class title, status (i.e. full-time, regular part-time, casual), temporary or permanent and department number.

Notice of any change in the amount of Union dues or assessments will be provided in writing by the Union to the Employer at least one month prior to the commencement of the pay period in which the new rate is to be implemented.

5.03 New Employees

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once between the end of the orientation period and the completion of probation for the purpose of informing such employee of the existence of the Union in the Residence and presenting such employee with a copy of the Union Agreement.

5.04 T4 Slips

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

5.05 Employer Liability

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director/designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations/designate of the Employer.

ARTICLE 7 – RECOGNITION OF STEWARDS

7.01 Stewards appointed by the Union are representatives of the employees in the processing of grievances. The Union shall appoint three (3) Stewards.

CUPE Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law.

7.02 A Steward will be given time off, without loss of wages, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours. Prior permission must be received from the supervisor and the employee shall report back to same upon return. Such permission will not be unreasonably withheld.

7.03 A Steward will be given time off, without loss of wages, to welcome a new employee in her department and to discuss union membership with such an employee. Prior permission must be received from the supervisor and the employee shall report back to same upon return. Such permission will not be unreasonably withheld. Time off shall not exceed fifteen (15) minutes.

7.04 The Union has the right to appoint members to the bargaining committee. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a Collective Agreement with the Employer, up to conciliation, whenever this takes place during their regular working hours. Payment shall be limited to three (3) employees.

7.05 The Union will schedule and give notice to staff and management of the times a Union Representative will be available to staff in the staff lounge. At those times staff may meet with them during staff breaks or outside their scheduled work time. Any time required during working time must be pre-approved by management.

7.06 Labour Management Committee

The Employer and the Union agree to establish an active Labour-Management Committee. The Committee shall be made up of an equal number of Employer representatives and Union representatives (not less than two (2) of each), with one of the Employer representatives being the General Manager or Designate. The Union shall have the assistant of the CUPE National Representatives at Labour Management Meetings. A copy of the minutes shall be sent to the Union no later than one month from the date of the meeting. Both the Employer and the Union shall alternate chairing the meetings and preparing minutes.

The committee shall meet quarterly or by mutual agreement of the parties. The Employer shall pay Union members for any regular scheduled time lost at their regular rate of pay when meeting with the Employer. Such paid meeting shall not be at overtime rates nor shall it lead to payment of overtime rates.

Requests for a meeting will be made in writing at least one week prior to the proposed date and accompanied by a proposed agenda. Issues that may be grieved or negotiated shall not be discussed at the meeting unless otherwise agreed. The Employer or Union may invite staff or corporate representatives.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize her. The employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article.

8.02 Grievance Procedure

For purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

8.03

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievances until she has verbally given her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within five (5) workdays after the circumstances giving rise to the complaint occurred or originated.

If the supervisor is unable to adjust the complaint to mutual satisfaction within five (5) workdays, the employee may proceed with the grievance procedure at Step 1 within five (5) workdays after the decision of the supervisor.

The parties to this Agreement recognize the Stewards and the CUPE Representatives as the agents through which employees shall process their grievances.

- 8.04** The reference to days excludes Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended on consent of both parties.
- 8.05** The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased.
- 8.06** A "Group Grievance" is defined as a single grievance, signed by a Steward or a CUPE Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on a grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.
- 8.07** A "Policy Grievance" is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party at Step 2 of the grievance procedure. A policy grievance shall be signed by a CUPE Representative and submitted to the Employer. A policy grievance submitted by the Employer shall be signed by the Employer or his representative.

8.08 Step 1

An employee having a grievance must, accompanied by a Steward or a CUPE Representative, submit the grievances to her Supervisor in writing. The nature of the grievance, the remedy sought, and the section(s) of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The Supervisor will deliver her decision in writing within ten (10) workdays after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

Step 2

Within five (5) workdays following the decision under Step 1 (or the day on which this decision should have been made) the grievance must be submitted in writing to the Employer, to be discussed at a meeting between the grievor, the Employer and a Union Representative within ten (10) workdays or receipt of the grievance. The Employer shall give a written disposition within five (5) workdays of the day of the meeting, copies to be sent to the Union Representative. Failing settlement either party may submit the matter to mediation or arbitration within thirty (30) working days after the reply at Step 2 is given. If no request for arbitration is received within such thirty (30) working day period, the grievance shall be deemed to be

abandoned, unless both parties agree to the extension of timelines in writing.

8.09 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.10 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Extension of Time Limits

It is agreed and understood that any of the timelines under Article 8.07 may be extended by the mutual agreement of the parties.

8.13 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 1.

8.14 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.07 and such notice shall contain the

name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

- 9.02** The parties may, by mutual agree, refer the grievance to mediation prior to or in conjunction with the arbitration process outlined below. The cost of such mediation shall be shared equally among the parties.
- 9.03** If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the date of the reply at Step 2.
- 9.04** No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as Chairman of an Arbitration Board or as Sole Arbitrator.
- 9.05** The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairman of the Arbitration Board governs.
- 9.06** Notices of desire to arbitrate a dispute and of nomination of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 9.07** If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 9.08** The arbitration is to be governed by the following provisions:
- (a) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
 - (b) The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
 - (c) The Board shall not have the power to alter or amend the provisions of this

Agreement;

- (d) The parties and the Arbitrator shall have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of a grievance;
- (e) The Board shall have the power to modify penalties;
- (f) The Board shall have jurisdiction to determine whether a grievance is arbitrable;
- (g) The Board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable;
- (h) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Chairman of the Board, plus the cost of its nominee.

9.10 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.11 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.12 Time limits

The time limits mentioned in this Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

9.13 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 – MEDIATION AND ARBITRATION

10.01 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within twenty-one (21) calendar days after Employer's written decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- (b) Grievance Mediation will commence at a time mutually agreed.
- (c) No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall mutually agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceeding shall be made and legal counsel shall not be used by either party.
- (f) The Mediator will have the authority to meet separately with each party.
- (g) If no settlement is reached following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.
- (h) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01** Any time an employee is to be reprimanded, questioned as part of an investigation, or disciplined, they shall have the right to the presence of a Union Steward.
- 10.02** A claim by an employee who has completed her probationary period that she has been unjustly suspended or discharged from her employment will be treated as a special grievance commencing at Step 2 of the Grievance

Procedure. Such grievance shall be submitted within five (5) calendar days after the notice is given in writing.

10.03 Any disciplinary action or letter of reprimand is to be removed from the employee's record and shall not be used against him or her eighteen (18) months from the date of reprimand, provided that during the eighteen (18) month period there has not been any other discipline given to the employee.

10.04 An employee may request, in writing, an opportunity to view her personnel file in the presence of her supervisor or designate. The request shall be made at least five (5) days in advance of the review and the information the employee may review will be; her application form, any written formal evaluations, formal disciplinary notations, or incident reports in the file.

10.05 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

ARTICLE 11 – SENIORITY

11.01 Seniority is defined as the length of service with the Employer in the bargaining unit. For full-time employees seniority shall be calculated from the last date of hire. For part-time employees seniority shall be calculated on the basis of 1800 hours paid equals one (1) year.

11.02 The Employer shall maintain a seniority list. An up-to-date seniority list shall be sent to the Union and posted on the Union bulletin board in January and July of each year.

Any questions regarding the seniority list must be submitted in writing to the Employer within thirty (30) days following the posting of the list.

11.03 All new employees will be considered as probationary employees until they have been employed for 450 hours worked.

The parties may, by mutual consent, extend the probationary period.

During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. After completion of the probationary period, seniority shall be credited for the probationary period.

The probationary period affords the Employer an opportunity to assess the employee. An employee who has not completed their probationary period may be released if the Employer assesses them to be unsuitable.

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

11.05 An employee shall lose seniority and shall cease employment for the following reasons:

- (a) resignation;
- (b) retirement;
- (c) is discharged for just cause and not reinstated;
- (d) is absent from work for a period of three (3) scheduled shifts without notifying the Employer, unless a reasonable explanation is provided to the Employer;
- (e) fails to return to work within seven (7) calendar days following a recall from layoff after being notified by registered mail to do so. It shall be the employee's responsibility to notify the Employer of their current address.
- (f) has been laid off for a period of eighteen (18) months;
- (g) engages in gainful employment without the authorization while on an approved leave of absence;
- (h) if an unscheduled part-time employee has not been available to work for a period of twelve (12) months.

11.06 Probationary Employees

Employees shall serve a probationary period of 450 hours worked. The parties acknowledge that the probationary period affords the Employer an opportunity to assess the employee. More specifically, the parties agree that the Employer shall have the right to release a probationary employee who is unsuitable because of conduct, quality of work ,attendance,

suitability for the position, inability to work with other employees, or any other work related reason.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGE

12.01 All vacancies or newly created classifications within the scope of this Agreement shall be posted for one (1) calendar week in the staff room during which time the employee may apply for the said position in writing on a form supplied by the Employer.

The Employer agrees to provide the Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

12.02 Any notice posted shall contain the following information:

- (a) the job classification;
- (b) the approximate starting date;
- (c) the shift(s) to be worked;
- (d) whether the position is full-time, part-time, or temporary (A temporary vacancy is a vacancy that is anticipated to be in excess of six (6) weeks).

12.03 If no application is received from an employee of the Residence within one (1) calendar week of the job posting, then the Employer may hire an employee from outside the bargaining unit. In addition, the Employer may continuously advertise employment opportunities outside the home. Such advertising will not be considered a violation of the posting provisions of this Agreement.

12.04 A vacancy that is expected to last less than a six (6) week period shall be filled using block time.

12.05 The successful applicant shall be placed on trial in the new position for a period of thirty (30) working days for the Employer. Such trial promotion or transfer shall become permanent after the period unless:

- (a) the employee believes that she is not suitable for the position, and wishes to return to her former position; or
- (b) the Employer believes that the employee is not suitable for the position, and

requires that she return to her former position.

Once the trial period has expired the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

12.06 Staff who are applying for vacant positions within the bargaining unit shall be considered based upon the following factors:

- (a) seniority;
- (b) qualifications, skill, ability and experience.

Where the qualifications in factor (b) are relatively equal, then seniority shall govern.

Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

ARTICLE 13 – LAYOFF AND RECALL

13.01 An employee whose status is changed from full-time to part-time, full-time to unscheduled part-time or part-time to unscheduled part-time as a result of the implementation of a new schedule and/or a reduction of hours will be considered to be laid off.

Any uneven reduction of hours within a classification amongst those working similar shifts, that does not constitute a layoff, will take place in reverse order of seniority.

The Employer shall notify employees who are to be permanently laid off in accordance with the provisions of the Employment Standards Act and the Union with no less than four (4) weeks written notice.

13.02 In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualification to perform the work.

13.03 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; or
- (b) opt to retire;

- (c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer or his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up-to-date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with this article.

13.04 Reduction of Hours

It is agreed and understood, that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed upon.

The Employer agrees to:

- (i) Provide the Union with bi-weekly reductions of hours per classification.
- (ii) Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain full-time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- (iii) Inform employees of the reductions.
- (iv) Within five (5) days allow employees to select, in order of seniority, a position within the new revised work schedule. Employees will also have the choice of attending in person or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified).

At the conclusion of this process the new schedule becomes effective and employees with no available positions would receive their required notice in accordance with.

13.05 Recall

- .01 Employees shall be recalled in order of seniority. Notice of recall shall be sent by registered mail to the employee's last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, or her intention to either accept or decline the offer to recall. In the event that she does not respond to be notice or she refuses to accept the position, she shall lose all seniority and shall be considered to have resigned her employment.
- .02 No new employees shall be hired until all those laid off and those who have the same qualified skill and ability have been given an opportunity to return to work and have failed to do so, in accordance with this Article, or have been found unable to perform the work available.
- .03 Each employee shall keep the Employer informed of any changes in their employment-related information. The Employer shall be entitled to rely on the most recent address and telephone number furnished by the employee for all purposes.

ARTICLE 14 - HOURS OF WORK

- 14.01** The normal hours of work are seven and one-half (7 ½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week are five (5) days per week with a week being the period from Monday to Sunday. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

It is agreed and understood that the Residence is a twenty-four hour per day, seven day per week continuous operation and that services must be maintained.

14.02 Working Schedule

The hours of work of each employee shall be vested in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedule on request. There shall be no rotation of shifts. There shall be no split shifts.

14.03 Time Off Between Shifts

There shall be a minimum of twelve (12) hours off between scheduled shifts

of work. After the schedule has been posted employees may make themselves available for additional shifts with a minimum of eight (8) hours between shifts.

14.04 Days Off

Days off shall be planned in such a way as to equally distribute free weekend. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

All employees shall be scheduled so that no employee shall work more than six (6) consecutive days, unless otherwise agreed to by the employee.

14.05 The shift commencing at or about 23:00 hours shall be considered the first shift of the day.

14.06 Rest Period and Meal Periods

Rest periods shall consist of fifteen (15) minutes paid.

Meal periods shall consist of thirty (30) minutes unpaid.

Shift Duration	Meal Period	Rest Period
Over 4 hours	0	1
Over 5 hours, up to 6 hours	1	1
6 hours or more	1	2

14.07 Shift Exchanges/Giveaways

Employees may be permitted to giveaway or exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, at least seventy-two (72) hours in advance of the shift the employee wishes to exchange or giveaway. The seventy-two (72) hours may be waived by mutual agreement. Such permission will not be unreasonably withheld. The Employer has no obligation for non-compliance issues or any premium payment arising out of any such exchange.

14.08 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the

control of the Home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. The reporting pay will be prorated for part-time employees.

14.09 Working Schedule

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

There shall be no rotation of shifts.

There shall be no split shifts.

14.10 Standard / Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 15 – OVERTIME

15.01 Overtime shall be paid for all hours over seven and one-half (7.5) consecutive hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half (1 ½) the employee's regular rate of pay.

15.02 All overtime must be authorized, by the Executive Director or designate. The authorization must be prior to working the hours, except in the case of an emergency.

15.03 No Layoff to Compensate for Overtime

The Employer will not layoff employees during regular scheduled hours to equalize any overtime worked.

15.04 No Duplicating or Pyramiding of Overtime

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

15.05 Meal Allowance

An employee required to work more than two-hours of overtime shall be provided with a meal by the Employer.

ARTICLE 16 – HOLIDAYS

16.01 The following days shall be recognized as paid holidays:

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

Effective December 16, 2017, on a going forward basis, full-time employees shall receive two (2) additional float holidays per year to be scheduled at a mutually agreeable time.

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work her scheduled shift before and the scheduled shift after the holiday unless on an approved leave of absence or absent due to a bona fide reason.

16.03 Payment for Holidays

Employees who work the holiday shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked. In addition, the employee will receive a regular's day pay or, if requested in writing, a lieu day to be taken within thirty (30) days of the holiday.

16.04 Holidays for Days Off

If one of the above-named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof. This day off shall occur within thirty (30) days after the statutory holiday, unless otherwise arranged between the employee and Supervisor.

16.05 Christmas or New Year's Off

All attempts will be made to ensure that if you worked Christmas, you will

have New Year's day off. The Employer will make every attempt to accommodate all requests in a fair and equal manner.

ARTICLE 17 – VACATIONS

17.01 The date for determining the vacation entitlement in a vacation year shall be the anniversary date of employment.

17.02	Period Worked	Time Off	Vacation Pay
	Less than 1 year	2 weeks	4%
	1 yr but less than 5 yrs	2 weeks	4%
	5 yrs but less than 9 yrs	3 weeks	6%
	10 yrs but less than 14 yrs	4 weeks	8%

Vacation pay shall be based on annual gross earnings.

Vacation Week

A week for the purpose of vacation entitlement is understood to mean a set number of days and hours equivalent to an employee's regular working schedule averaged over the two (2) week pay period less call-ins and overtime.

17.03 The part-time employees will be granted vacation with pay on the basis of 1800 hours equaling one (1) year.

17.04 On January 15, of each year the Employer shall post a blank vacation schedule sheet. Between January 15 and March 1, each employee shall have the right to indicate on this sheet the time during which she prefers to take vacation.

17.05
(a) The completed vacation schedule shall be determined in discussions between the Employer and the Union Stewards if required between March 2 and April 15. The guiding factors shall be:

(i) availability of qualified staff and;

(ii) seniority

(b) Vacation requests received after April 1, shall be filled on a first come first served basis.

17.06 The Employer shall post the final schedule on or about April 15. This schedule shall not be changed except with the consent of the Employer and the

employee(s) affected.

17.07 An employee shall be paid her vacation pay by direct deposit for the vacation time she has requested.

17.08 It is understood that during the period of June 15th to September 15th (prime time), each employee may request and be granted up to two (2) weeks of vacation during the summer vacation period. Once each employee has had opportunity to make a request for up to one (1) week of vacation time, additional available vacation time will be allotted by seniority, one (1) week at a time. A week of vacation is understood as starting on a Monday, unless unusual circumstances exist.

17.09 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Full-time employees shall accrue sick leave at a rate of one (1) day for every one hundred and fifty (150) hours worked to a maximum of six (6) days per year.

Part-time employees shall accrue sick leave credits at a rate of one (1) day for every one hundred and fifty (150) hours worked to a maximum of four (4) days per year.

18.02

(a) An employee who is ill on a day she is scheduled to work for the Employer will be paid by the Employer for all scheduled time missed, provided that she has sufficient sick credits.

(b) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.

(c) An employee off work due to illness and who is entitled to sick pay shall not engage in any gainful employment during the time she is of work. If this occurs she shall be subject to discipline.

(d) An employee who becomes ill and leaves during working hours shall be paid sick pay for the balance of her scheduled shift.

(e) Employees shall be permitted to carry over sick credit accrual to a maximum of three (3) days; however this carry over shall not expand the total eligible sick leave entitlement per annum.

18.03 When the Employer requests a doctor's note for an absence due to illness the employee shall be reimbursed to a maximum of fifteen dollars (\$15.00).

18.04 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.05 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay-off.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 The Employer may grant a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Applicants when applying must indicate the date of departure and specify the date of return. If a leave of absence is granted, the employee shall be advised in writing with a copy given to the Union.

To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence.

19.02

(a) The employee will be responsible for one hundred percent (100%) of the payment for insured benefits, both Employer and employee portions from the first (1st) of the month from the leave start date. The employee must provide postdated cheques for the full amount for the duration of the leave. It is understood and agreed that when payments stop, the benefits stop and

the employee will be subject to any late sign-up restrictions pursuant to carrier policies. It is further understood and agreed that this option to maintain benefits is only available for maximum period of six (6) months from the date the leave starts.

- (b) To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provide shall accrue to or be paid to any employee on a leave of absence.
- (c) An employee on a leave of absence will not engage in other work without the permissions of the Employer. An employee who violates this provision will forfeit all seniority rights and will be deemed terminated.

19.03 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.04 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.05 Leave of Absence for Full-time Union or Public Duties

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

19.06 Bereavement Leave

- (a) An employee who has completed the probationary period and is bereaved of a spouse, common-law spouse or child shall be granted a leave of absence of five (5) consecutive days with pay.

If bereaved of a parent, brother, sister or grandchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, then the leave shall be three (3) days with pay.

If an employee is bereaved of an aunt, uncle, niece or nephew, then the leave shall be one (1) day with pay.

An employee who has not completed the probationary period shall be granted a leave of absence; however such leave may be without pay.

- (b) The Employer requires proof of death within fourteen (14) calendar days of returning to work (i.e. funeral program, obituary, letter from funeral home, death certificate).

Bereavement pay shall apply only to days upon which the employee was scheduled to work.

- (c) If an employee attends the funeral of a member in the immediate family (as specified above) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.
- (d) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is on vacation or off on a holiday.

19.07 Pregnancy/Paternal Leave

Pregnancy and paternal leaves will be granted in accordance with the *Employment Standards Act* of Ontario.

19.08 Education Leave

Where the Employer considers an educational course to be compulsory, a leave of absence with pay shall be granted to complete the course and tuition fees shall be paid by the Employer. During such leave of absence seniority shall continue to accumulate as if the employee has worked.

19.09 Jury or Court Witness Duty

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

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

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01

- (a) Schedule "A" hereto headed Classifications and Wages is hereby made part of this Agreement.
- (b) When any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be negotiated between the Union and the Employer. If the parties are unable to agree on the rate of pay for the job in question, the dispute will be subject to grievance and arbitration. The new rate of pay would be retroactive to the date on which the Employer was first notified by the Union of its desire to bargain.

20.02

During the life of this Collective Agreement, job descriptions will be reviewed and any revisions will be made available to all employees.

20.03

Job descriptions will be supplied for all classification. In the event of a new classification, management and Union will meet to discuss job content and negotiate wage rate.

20.04

Shift Premium

The Employer agrees to pay a shift premium of fifty cents (50¢) per hour to employees for each hour worked between the hours of 11:00 p.m. and 7:00 a.m.

20.05

Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.06

Payment for In-Service

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

ARTICLE 21 – BENEFITS

The Employer agrees to pay 50% of the monthly premiums on behalf of eligible employees for the benefit plans described below, provided the balance of monthly premium is paid by the eligible employee.

Eligibility

- All permanent full-time and permanent part-time employees are eligible for benefits after three (3) months of employment.
- Such an employee must be regularly scheduled to work a minimum of forty (40) hours bi-weekly in order to be eligible.
- Each eligible employee must complete an enrolment form to elect his/her benefits, no later than thirty-one (31) days after becoming eligible. Otherwise he/she will be considered a late applicant and must provide satisfactory evidence of good health before he/she will be covered, and some benefit limitations may also apply.

Basic Life Insurance – Manulife Policy #38950

- 1 times your annual earnings
- Basic Life Insurance reduces to 50% at age 65
- Life Insurance coverage ceases at the earlier of termination of employment or retirement.

Accidental Death & Dismemberment – Manulife Policy #38950

- AD&D benefit is an equal amount to the applicable Basic Life Insurance amount.
- AD&D benefit ceases at the earlier of termination of employment or retirement.

Dependent Life Insurance

- Dependent Life Insurance covers an eligible employee's spouse for \$5,000, and each dependent child for \$2,500.
- Dependent Life Insurance ceases at the earlier of termination of employment, retirement or age 70.

Extended Health Care Plan – Manulife Policy #85776

- An eligible employee will be reimburse for 80% of eligible expenses submitted, except semi-private hospital, vision care and out of country expenses will be reimbursed all 100%.
- The following eligible expenses are included (see the benefit booklet for details):
 - Drugs legally requiring a prescription (with some limitations). A pay direct drug card will be issues. Generic substitution applies.

- Semi-private hospital.
 - Vision care benefit of \$300 every 24 months.
 - Eye examinations up to \$50 every 24 months.
 - Medical equipment and supplies.
 - Paramedical practitioners, limited to \$25 per visit, up to \$500 per practitioner per year, including acupuncturists, chiropractor, speech, therapist, podiatrist, psychologist/social worker, physiotherapist, dietician, homeopath, occupational therapist, osteopath, naturopath, audiologist and massage therapist.
 - Orthotics, up to \$495 every 48 months.
 - Orthopedic shoes.
 - Hearing Aids, up to \$600 every 48 months.
 - Private duty nursing up to \$300 per day, maximum \$10,000 per year.
 - Out of country emergency medical expenses up to a \$5,000,000 lifetime maximum.
- Extended Health Care benefits cease at the earlier of termination of employment, retirement or age 70.

Dental – Manulife Policy #85777

- All eligible employees will be reimbursed for 80% of basic dental expenses, including exams and cleaning once every six (6) months, x-rays, fillings, endodontics, periodontics, relining/rebasing and repair and repair of a bridge (see the benefit booklet for details).
- Reimbursement will be based on the current dental fee guide for Ontario.
- Expenses will be reimbursed to an annual maximum of \$1,500.
- Dental benefits cease at the earlier of termination of employment, retirement or age 70.

ARTICLE 24 – GENERAL CONDITIONS

24.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

24.02 Copies of Agreement

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

24.03 Plural or Feminine Term May Apply

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

ARTICLE 25 – RETROACTIVITY

25.01 Increases to the salary schedule shall be retroactive to December 17, 2015. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between December 17, 2015, and expiry date December 16, 2017, they shall be entitled to the pro-rated amount of such payments.

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

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

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


ARTICLE 26 - TERM OF AGREEMENT

26.02 Changes in Agreement

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

Signed this 6th day of January, 2020. ^A

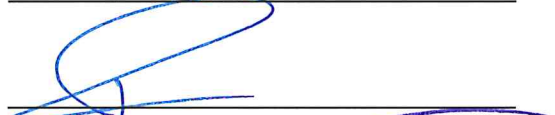
FOR THE EMPLOYER

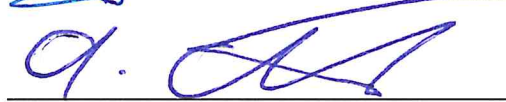




**FOR C.U.P.E. AND ITS
LOCAL UNION 4000-12**







SCHEDULE "A"
Windsor Park Wage Scale

Classification	New Steps	Jan 1, 2021 2%	01-Jan-22
RPN	Start	22.81	23.25
	Step 1 - 1950 hrs	23.10	24.25
	Step 2 - 3900 hrs	23.39	24.75
	Step 3 - 9750 hrs		25.50
PSW	Start	15.96	16.25
	Step 1 - 1950 hrs	16.16	16.75
	Step 2 - 3900 hrs	16.38	17.25
	Step 3 - 9750 hrs		18.00
Cook	Start	18.24	18.00
	Step 1 - 1950 hrs	18.47	18.50
	Step 2 - 3900 hrs	18.72	19.50
	Step 3 - 9750 hrs		20.25
Housekeeper Laundry Attendant	Start	14.86	15.25
	Step 1 - 1950 hrs	14.86	15.50
	Step 2 - 3900 hrs	14.86	15.75
	Step 3 - 9750 hrs		16.25
Dietary Aide Dishwasher	Start	14.86	15.25
	Step 1 - 1950 hrs	14.86	15.50
	Step 2 - 3900 hrs	14.86	15.75
	Step 3 - 9750 hrs		16.25
MAINTENANCE ASSISTANT	Start	17.46	18.00
	Step 1 - 1950 hrs	17.89	18.50
	Step 2 - 3900 hrs	18.34	19.25
	Step 3 - 9750 hrs	18.76	20.00
		19.20	
		19.65	
		20.08	
		20.50	
		20.95	
		21.39	
ACTIVITIES ASSISTANT/ BUS DRIVER	Start	16.33	18.00
	Step 1 - 1950 hrs	16.73	18.50
	Step 2 - 3900 hrs	17.15	19.25
	Step 3 - 9750 hrs	17.56	20.25
		17.97	
		18.37	
		18.78	
		19.19	
		19.60	
		20.00	

- Effective December 17, 2017, a general wage increase of 2%
- Effective December 17, 2018, a general wage increase of 2%
- Effective December 17, 2019, a general wage increase of 2%
- Effective January 1, 2021 2% wage adjustment
- Effective January 1, 2022 Implement new wage grid based on hours worked (please see attached Schedule "A")

All members compensated at rates higher than the new grid to be red-circled and provided lump sum payments in lieu of wage increases until parity is achieved.

:kd/cope 491
November 13, 2020

