

**COLLECTIVE AGREEMENT**

**between**

**EXTENDICARE (CANADA) INC.,  
SUDBURY YORK**  
*(hereinafter called the "Employer")*

**and**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL UNION 1182**  
*(hereinafter called the "Union")*

**January 1, 2013 - December 31, 2014**

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## **PREAMBLE**

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

- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well being and security of all the employees in the bargaining unit of the Union.

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1 - RECOGNITION**

### **1.01 Bargaining Unit**

The Employer recognizes the Union as the bargaining agent for all employees at its Home at York Street in Sudbury, Ontario save and except Head Nurses and supervisors, persons above the rank of supervisor, registered nurses, graduate nurses, undergraduate nurses, occupational therapist, physiotherapist, office and clerical staff.

### **1.02 No Other Agreements**

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

### **1.03 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies, and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

**1.04 No Contracting Out**

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01 Exclusive Right**

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 and 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 he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (c) to generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- (d) 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.

**2.02 No Discrimination**

The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, colour, marital status, Union membership or political affiliation or in accordance with the Human Rights Code.



### **2.03 Union Responsibility**

The Union or Representatives of the Union agrees not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by the Union. The Union further agrees that membership solicitation and other Union activity not provided for in this Agreement, will not take place during working hours or on the premises of the Employer.

## **ARTICLE 3 - UNION DUES AND SECURITY**

### **3.01 Union Security**

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **3.02 Deductions**

Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Local Secretary-Treasurer of the Union by not later than the 15th day of the month following, accompanied by two (2) lists of the names and addresses of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. It is agreed that there will be no monthly maximum or cap in the dues formula.

### **3.03 New Employees**

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location

designated by the Employer for such interview, and shall not exceed ten (10) minutes duration.

**3.04 T4**

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

**3.05 Save Harmless**

The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

**ARTICLE 4 - CORRESPONDENCE**

**4.01 Between the Parties**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the National Representative of the Union and the Director of Labour Relations of Extencicare or his/her designate. Correspondence may be conducted in either French or English.

**4.02 Official Language**

For the purposes of this Agreement, the official contract language shall be the English language.

**ARTICLE 5 - LABOUR MANAGEMENT RELATIONS**

**5.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer, will if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## **5.02 Bargaining Committee**

- (a) A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. No more than two (2) employees from the same classification shall form part of this Committee unless mutually agreed otherwise by the parties.
- (b) Any employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

## **5.03 Labour-Management Relations Committee**

- (a) The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Home who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.
- (b) **Workload Complaint**
  - (i) Either the Union or the Home may submit a complaint in writing relating to workload to the Labour Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
  - (ii) The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour-Management Committee.
  - (iii) The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour-Management Committee.

- (iv) The Home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Labour-Management Committee where the complaint was discussed.
- (v) Both the written complaint and the written response shall be attached to and form part of the minutes of the Labour-Management Committee where the complaint was discussed.

#### **5.04 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations of the Home.

#### **5.05 Grievance Committee**

- (a) The Grievance Committee shall be composed of the President, Chief Steward, and the Steward directly involved with the grievance and/or the National Representative.
- (b) In the event either party wishes to call a meeting of the Grievance Committee, the meeting shall be held at a time and place fixed by mutual agreement and such meeting shall be held not later than five (5) working days after the request in writing has been given.
- (c) No more than two (2) members of the Committee shall meet with the Administrator, unless otherwise mutually agreed to by the Parties.

#### **5.06 No Strikes or Lockouts**

The Employer agrees that it will not cause or direct any lockouts of the employees and the Union agrees that there will be no illegal strikes, shut-downs, slow-downs or stoppages of work and if such action should be taken by the employees, the Union shall instruct its employees to return to work and perform their usual duties. Any employee participating in an illegal strike, shut-down, slow-down or stoppage of work will be subject to discipline or dismissal.

#### **5.07 New Policies or Amendments**

The Employer will endeavour to introduce new policies or amendments to existing policies which will affect employees in the bargaining unit, to the

appropriate committee. Failure to so introduce a policy or amendment, shall not be raised as a technical objection in an arbitration hearing.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect five (5) stewards and one (1) of whom shall be the Chief Steward, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure and such stewards shall have completed his/her probationary period with the Home.

### **6.02 Names of Stewards**

The Union shall notify the Employer in writing of the names of each steward and the Chief Steward, before the Employer shall be required to recognize him. 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.

### **6.03 Permission to Leave Work**

The Union understands that each Steward is employed to perform their regular work duties for the Employer. Therefore, no steward shall leave his work without obtaining the permission of his supervisor. The Employer shall notify the steward within one (1) hour of the request as to when she may leave her place of work. The steward shall state her destination to her supervisor and shall report to the supervisor at the time of her return to work. The Employer reserves the right to limit the steward's absence from her work if the time taken is considered excessive or if the steward does not perform his duties under this Agreement in a prompt manner. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Home, but not for arbitration.

### **6.04 Definition of Grievance**

Where a difference arises between the parties hereto or between the employees and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a

matter is arbitrable or where an allegation is made that this Agreement has been violated, the matter shall be adjusted in the following manner:

**6.05 Grievance Procedure**

All grievances shall be taken in the following manner.

**Step 1**

The employee concerned accompanied by the Steward shall within thirty (30) calendar days of the alleged grievance take the matter up directly with her immediate supervisor, who shall give his/her oral answer to such employee within three (3) working days.

**Step 2**

Should the employee feel that his/her grievance has not been settled satisfactorily, the Steward shall within five (5) working days of the date of the answer was received at Step 1 present the written grievance to the Administrator. Then a Committee comprised of the employee and the Steward shall meet with the Administrator to discuss the matter within five (5) working days after the written presentation has been given to him/her. The Administrator shall answer in writing no later than ten (10) working days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned.

**6.06 Policy Grievance**

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure relating to the general interpretation, application or alleged violation of this Agreement and such policy grievance may not be the subject of a grievance which is properly lodged by an employee.

**6.07 Group Grievance**

When a group of employees have an alleged grievance as set out in 6.04 above, one (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

**6.08 Arbitration Request**

If arbitration of any grievance is to be invoked, the request shall be made by either party within fifteen (15) working days after the dates of the reply at Step 2.

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

**6.09 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 7 - ARBITRATION**

**7.01 Dispute Settled by 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 6.08 and such notice shall contain the name of the grievor's appointee 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 appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within five (5) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

**7.02 Fees and Expense**

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises. 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.

**7.03 Arbitration Board Authority**

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.

**7.04 Arbitration Decision**

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.

**7.05 Time Limits**

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

**ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

**8.01 Right to Have Steward Present**

(a) When the Employer knows that an employee may be subject to disciplinary action which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of the Union Steward.

(b) **Warnings**

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of his steward.

(c) **Investigation**

When an employee is sent home pending investigation of an alleged incident, the employee shall be made aware, in the presence of her Union Steward, of the allegations that led to the investigation being conducted.

**8.02 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.



**8.03 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 6, Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such cases.

**8.04 Access to Personal File**

Upon giving two (2) working days notice, an employee shall have the opportunity to review the contents of her personnel file at a mutually agreeable time in the presence of an Employer representative. The employee will be allowed to make copies of any documents contained therein at their expense. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

**8.05 Clearing the File**

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regards to resident abuse will remain on file permanently. At the request of an employee, her records of discipline for other than resident abuse will be removed from her file after eighteen (18) months.

**ARTICLE 9 - SENIORITY**

**9.01 Seniority Defined**

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee concerned has the required ability, experience and qualifications for the job. Seniority shall operate on a bargaining unit wide basis.

**Effect of absence**

Whenever they are used in the collective agreement the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved, absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of the subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) **Benefits – WSIB or Paid Leave**  
The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of injury.
- (e) For the purposes of this provision, it is understood and agreed that absence on Weekly-Indemnity shall be considered a leave with pay.

**9.02 Seniority List**

- (a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of his return to work to challenge the seniority list and if he fails to do so, the seniority list as posted shall be deemed to be correct.

- (b) Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

**9.03 Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours paid. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. An employee who has not completed his/her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the date of last hire.

**9.04 Loss of Seniority**

An employee shall lose his/her seniority and shall be deemed terminated in the event he/she:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged for just cause and the discharge is not reversed through the Grievance Procedure;
- (c) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- (d) fails to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his current address;
- (e) utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- (f) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- (g) is laid off for a period of more than twenty-four (24) months;

- (h) is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

**9.05 Transfers and Seniority Outside Bargaining Unit**

- (a) 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 her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit her bargaining unit seniority.
- (b) In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) months he or she shall accumulate seniority during the period of time outside the bargaining unit.
- (c) In the event the employee's former position is eliminated, or the hours are reduced, during the period of her absence the employee shall be given Notice of Layoff in accordance with the Layoff articles of this agreement at the time the position is eliminated. The employee will make her election in accordance with the collective agreement. When the employee returns to the bargaining unit she shall then return to the position she received in accordance with the layoff procedures.

**9.06 Transfer Part-time to Full-Time**

If an employee transfers from part-time to full-time, the following method shall be used to calculate his seniority from one group to another for purposes of establishing anniversary date: eighteen hundred (1800) hours equals one (1) year.

**9.07 Transfer Full-time to Part-Time**

If an employee transfers from full-time to part-time, the following method shall be used to calculate his seniority from one group to another for purposes of establishing an anniversary date: eighteen hundred (1800) hours equals one (1) year.

## **9.08 Nursing Home Transfers**

The Employer agrees that employees may be permitted to transfer from one Extendicare Nursing Home to another Extendicare Nursing Home in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions.

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, at least thirty (30) days prior to leaving employment at the former home. Such notice shall include the applicant's qualifications, present position, scheduling preferences (if any), and when she/he would be available to commence work.
- (b) If an applicant is permitted to transfer from one Extendicare Nursing Home to another as a result of this transfer procedure, she will retain any service that she had previously accrued. The applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will exercise bargaining unit seniority accrued at the new facility for purposes of transfers, promotions, lay-offs and reductions in hours.

## **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

### **10.01 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the main bulletin board for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereto. The Employer shall also forward a copy of such posting to the Secretary of the Union. Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible. The name of the successful applicant shall be posted on the Employer's main bulletin board.

- (b) **Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said

employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

(c) **Method of Making Appointments**

- (i) The successful applicant for a permanent full-time vacancy will fill the vacancy within six weeks (6) from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer
  - (ii) The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.
- (d) (i) When an employee will be absent on vacation and/or leave of absence, the employee may advise the Administrator in writing prior to beginning the vacation or leave that she wishes to be considered for any potential job posting which might arise during her absence. If such a job or position then arises during the employee's absence, the written notice will be considered an application. The written notice is only valid during the vacation/leave period immediately following its delivery to the Administrator.
- (ii) If the employee is the successful candidate for the vacancy and is not immediately available to fill the vacancy the Employer may fill the vacancy on a temporary basis for the term of the absence.

**10.02 Information on Postings**

Such posting shall contain the following information: nature of position, shift, wage or salary rate or range and required qualifications.

**10.03 No Outside Advertising**

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 10.01.

**10.04 Trial Period**

- (a) The successful applicant shall be placed on trial for a period of three hundred (300) hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred (300)

hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

- (b) Employees applying for positions must commit to a trial period of not less than two (2) weeks.

## **ARTICLE 11 - LAY-OFFS AND RECALLS**

### **11.01 Lay-Off and Rehiring Procedure**

- (a) Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 9 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- (b) Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.
- (c) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:
- (i) provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
  - (ii) provide affected employees with notice in accordance with the Employment Standards Act. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:
    - if his/her service is greater than 9 years - 9 weeks' notice
    - if his/her service is greater than 10 years - 10 weeks' notice
    - if his/her service is greater than 11 years - 11 weeks' notice
    - if his/her service is greater than 12 years - 12 weeks' notice

- (iii) meet with the Union through the Labour Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.
- (d) Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.

## **11.02 Lay-Off Procedure**

- (a) In the event of lay-off, the Employer shall lay-off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) displace an employee who has:
    - lesser bargaining unit seniority in a lower or identical paying classification; and
    - who has scheduled hours less than or equal to the employee being laid off; in the event that there are no employees with scheduled hours less than or equal to the employee being laid off, the employee shall have the right to displace an employee who has more scheduled hours than the employee being laid off provided that the employee being displaced is in the same classification; and
    - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
  - (iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
  - (iv) For the purpose of the operation of clause (b) (2), laid off part-time employees shall not have the right to displace full-time employees.



- (v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

### **11.03 Recall Rights**

- (a)
  - (i) An employee shall have opportunity of recall from a layoff to an available opening in order of seniority provided she has the ability and qualifications to perform the work. The job posting procedures shall apply before any recall rights are considered.
  - (ii) Employees with seniority who are laid off will be mailed a copy of job postings to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, she/he shall have no further rights with regard to recall.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

### **12.01 Hours of Work**

The normal daily hours of work exclusive of a thirty (30) minute meal period shall be seven and one-half (7½) hours per day.

**12.02 No Guarantee**

- (a) The provisions contained in Article 12.01 above do not represent a guarantee of daily or weekly hours of work.
- (b) It is recognized that certain employees are presently working short-shift arrangements of less than the daily hours set out in Article 12.01. The practice may continue. However, the number of employees on such short-shift arrangements which existed on December 24, 1986 may not be increased during the term of the agreement, expiring December 31, 2006, except in cases of emergency, or for the purpose of filling short-term needs of the Home, or by mutual agreement of the Home and the Union.

**12.03 Schedules**

- (a) Consistent with the proper management of the nursing home and provided that the scheduling of days off will not unduly affect the proper operations of the nursing home, the Employer agrees that it will endeavour to schedule days off so that they may be taken consecutively and days off may be rotated so as to affect an equal distribution throughout among the employees. In no instance will an employee be required to work more than seven (7) consecutive days without receiving his/her days off.
- (b) Schedules for the two (2) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the two (2) week schedule period. The two (2) week scheduled period immediately following the posting of the schedule may not be changed, unless mutually agreed between the employee and the Employer, except in the instances of scheduling errors. Employees requesting specific days off must submit their requests in writing to their supervisor at least two (2) weeks in advance of the requested time off.
- (c) The Employer agrees to endeavour to arrange shift schedules such that all employees will receive every second weekend off.
- (d) When an employee requests time off in writing from a scheduled day of work which falls within two pay periods, the Employer shall endeavour to provide the employee with a response in seventy-two (72) hours.

**12.04 Rest Period**

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first half and second half of a shift.

For shifts of four (4) hours or less employees shall be permitted a fifteen (15) minute rest period midway through the shift.

**12.05 Exchange of Shifts**

- (a) Employees must give the Employer reasonable notice of intention to change a shift and shall name the employee willing to exchange such shift, subject to the approval of the Employer. In any event, it is understood that such change in shift shall not result in any overtime payment.
- (b) The Employer reserves the right to request signed statements from the employees involved.

**12.06 Time Off Between Shifts**

- (a) Employees are to be allowed a minimum of sixteen (16) hours off between the ending of one shift and the commencing of the other. Where the sixteen (16) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).
- (b) When an employee works overtime in addition to his shift then the minimum period allowed between shifts shall be twelve (12) hours – where the twelve (12) hours is not granted the employee shall be paid such hours of work at the rate of time and one-half (1-1/2).

**12.07 Shift Preference**

The Employer shall determine the shifts to be worked. When two (2) vacancies occur for two (2) different shifts, and where there are two (2) successful applicants, the employee with the most seniority shall be given shift preference.

**12.08 Shift Premium**

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty cents (\$0.30) for each hour worked on the afternoon or night shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- (b) The night shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 11:00 p.m. and 7:00 a.m. The day shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 7:00 a.m. and 3:00 p.m. The afternoon shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 3:00 p.m. and 11:00 p.m.

- (c) A weekend premium of fifteen cents (15¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday.

Effective December 5, 2013, a weekend premium of twenty-five cents (25¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday.

**12.09 Split Shifts**

The Employer agrees that there shall be no split shifts.

**12.10 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

**12.11 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.

**12.12 Overtime**

Authorized work performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in a two (2) week period or authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one-half (1½) the employee's regular hourly earnings.

**12.13 Assignment of Overtime**

Where the Employer determines that it will call in staff at overtime rates, it will be offered to employees in accordance with seniority to employees who are qualified to do the work.

**12.14 Not Required to Layoff**

Employees who are available and qualified to perform the work shall not be required to lay-off during regular hours to equalize any overtime worked.

**12.15 Called Back to Work**

When an employee is called back to work after leaving the nursing home upon completion of his/her shift, such employee shall be paid at time and one-half (1½) his/her regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay. If an employee is called in immediately prior to the commencement of his/her regular shift, he/she shall be paid at overtime rate time and one-half (1½) for the actual hours worked until the commencement of the shift.

**12.16 Minimum Reporting Allowance**

An employee who reports for work at his regularly scheduled time and is advised for the first time that there is no work available, shall be given at the Employer's option four (4) hours' work or four (4) hours' pay at his applicable hourly rate. For employees regularly scheduled to work less than four (4) hours the obligation is reduced to the number of hours regularly scheduled to work. This obligation is not applicable where the employee has failed to keep the Employer aware of her telephone number.

**12.17 Call In**

- (a) This Article applies to both full-time and part-time employees.
- (b) Call In shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- (c) Where call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid from the normal commencement of the shift provided that the employee works the remainder of the shift.

**12.18 Tag-End**

Employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should the reporting time extend beyond 15 minutes, however, the entire period shall be considered overtime for the purposes of payment.

## **ARTICLE 13 - HOLIDAYS**

### **13.01 List of Holidays**

- (a) The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Dominion Day	Boxing Day

- (b) Two (2) floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.

### **13.02 Holidays Falling on Weekend**

The above named holidays will be celebrated on the day on which they fall regardless of any Federal, Provincial or Municipal proclamation or legislation to the contrary.

### **13.03 Holidays on Day Off**

- (a) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay within sixty (60) days after the holiday except at Christmas and New Years at a time mutually agreed upon between the employee and the Employer.
- (b) In the event that a day within sixty (60) days cannot be mutually agreed upon then the Employer may pay the employee the holiday pay to which she is otherwise entitled in the pay period in which this obligation arises, in the alternative to scheduling another day off with pay.

### **13.04 Christmas or New Year's Off**

- (a) Applies to both full-time and part-time employees.
- (b) The Employer shall provide at least five (5) consecutive calendar days off but no less than four (4) consecutive calendar days off at either Christmas or New Year's, unless otherwise arranged in accordance with Article 12.05. This period of consecutive days off shall include either Christmas Eve and Christmas Day, or New Year's Eve and New Year's Day. It is understood that the normal scheduling provisions shall be waived and that the Employer will not grant leaves of absence, except in cases of emergency, during the period December 15th through January 15th, inclusive.

**13.05 Holiday Pay Qualifications**

An employee has no entitlement to holiday pay if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the holiday or all of his or her first regularly scheduled day of work after the holiday.

**13.06 Payment for Holidays**

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) to be taken within sixty (60) days after the holiday except at Christmas and New Years. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. Written notification will be provided to employees denied lieu time.

**13.07 Not Entitled to Holiday Pay**

Where an employee is not entitled to holiday pay by virtue of Article 13.05 but that employee is required to work on that day, the employee will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on that day.

**13.08 Holiday During Illness**

An employee who qualifies for holiday pay will be eligible for one (1) day holiday pay during any one (1) period of illness.

**13.09 WSIB**

No employee who is absent from work and who is in receipt of Workplace Safety Insurance benefits shall be entitled to receive from the Employer any payment for paid holidays as set out in Article 13.01.

## ARTICLE 14 - VACATIONS

### 14.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	2 weeks of vacation at 4% of total earnings
Two (2) years of service	3 weeks of vacation at 6% of total earnings
Eight (8) years of service	4 weeks of vacation at 8% of total earnings
Fifteen (15) years of service	5 weeks of vacation at 10% of total earnings
Twenty-three (23) years of service	6 weeks of vacation at 12% of total earnings
Twenty-eight (28) years of service	7 weeks of vacation at 14% of total earnings

### 14.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation with pay for each holiday, in addition to his regular vacation time.

### 14.03 Vacation Pay on Termination

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



**14.04 Preference in Vacations**

Vacations shall be granted first on the basis of seniority.

**14.05 Vacation Schedules**

- (a) Deadlines for submitting vacation requests shall be as follows:

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

- (b) Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

**14.06 Unbroken Vacation Period**

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

**14.07 Illness on Vacation**

- (a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- (b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation except for circumstances beyond the reasonable control of the Employer.

**ARTICLE 15 - SICK LEAVE**

**15.01 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. Employees absent from work because of an accident for which compensation is not

payable under the Workplace Safety and Insurance Act, shall be covered by these sick leave provisions.

**15.02 Sick Leave Credits**

No paid leave for sickness will be allowed to employees during the first three (3) months of their employment. Thereafter, the employees shall be credited with four and one-half (4½) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1½) days of sick leave for each month of service. The maximum accumulation shall be one hundred and fifteen (115) days.

**15.03 Proof of Illness**

An employee shall be entitled to sick leave pay for those days the employee was scheduled to work, but did not work because the employee was ill, provided that upon return to work after illness, the employee shall complete the sick leave certificate as required. An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness. The Employer shall have the right to require an employee to produce a doctor certificate for a period of less than three (3) days' absence due to illness if an employee's record indicates a pattern of intermittent absenteeism.

**15.04 Medical Certificate**

If the Employer requires a sick leave certificate and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

**15.05 Notification of Absence**

An employee who will be absent due to personal illness will endeavour to notify the Employer at least four (4) hours prior to the commencement of the shift. Failure to give such notice may result in loss of sick leave benefits.

**15.06 Sick Leave During Leave of Absence**

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

**15.07 Sick Leave Bank**

- (a) Retroactive to the date any contributions to a retirement plan commences, employees shall have all prior accumulated sick leave credits frozen at the levels accumulated at that date. Such frozen sick leave credit banks may be reduced accordingly by utilization for non-compensable disabilities and illnesses. Payments for illness or disability shall be based upon the employee's wage rate in effect at the time the retirement plan first commenced.
- (b) For full-time bargaining unit employees with more than five (5) years of service on the date the retirement plan first commenced, upon termination or retirement or death of the employee, fifty percent (50%) of the remaining unused portion of the frozen sick leave bank shall be paid to the employee or in the event of death to the employee's estate. Payment shall be calculated at the employee's wage rate in effect at the time the retirement plan first commenced.
- (c) All sick leave credits accumulated on or after the date the retirement plan first commenced shall no longer be eligible for cash-out payments upon termination or retirement or death of the employee.
- (d) It is agreed that should a full-time employee apply and become the successful applicant of a part-time position, all of his/her accrued sick leave shall be frozen while he/she is in the part-time position. Should the employee who is transferred from full-time to part-time be terminated, retire or die, payment shall be made for any unused portion of sick leave as per Article 15.07 (b). Should the employee return to a full-time position, he/she will be credited with all the unused portion of sick leave in his/her bank as per Article 15.07 (a).

**15.08 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, employees may review the records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to his credit.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### **16.01 For Union Business**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to attend grievance meetings.

### **16.02 Leave For Union Function**

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

### **16.03 Bereavement Leave**

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending on the day of the funeral or equivalent service.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service, and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral or equivalent service is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of his/her aunt or uncle, niece or nephew.
- (e) Where an employee's scheduled vacation is interrupted due to a death of a parent, spouse, sibling, or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

NOTE: It is understood that if an employee is on sick leave and qualifies for paid bereavement leave, the bereavement leave will not be charged against her /his sick leave bank.

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) In the event of a memorial service or interment separate from the leave above, an employee may save one of the days identified in 16.03 (a) and (b) without loss of pay to attend the interment or service.

#### **16.04 Pregnancy and Parental Leave**

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

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.  
  
The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 16.04 (i) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following

completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (c) An employee who does not apply for leave of absence under 16.04 (a) (1) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 16.04 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 16.04 (d).
- (f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.

(g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

(h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

(i) **Parental Leave**

(i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

(iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

(v) For the purposes of Parental Leave the provisions under 16.04 (a), (d), (e), (f), (g) and (h) shall also apply.

**16.05 Education Leave**

- (a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (b) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specific date of return.

**16.06 General Leave**

- (a) Except in emergency, an employee may request a leave of absence provided he gives the Employer at least fourteen (14) days notice in writing. The notice shall set out the reasons for the proposed leave of absence. Such leave shall not be unreasonably withheld.
- (b) All accumulated paid holidays and vacation time must be used before a general leave of absence will be granted. Employees will not be granted general leaves in order to receive extended vacation time or for the purpose of extra vacation. Such leave shall not be unreasonably withheld.

**16.07 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

**16.08 Emergency Leave**

Employees are entitled to Emergency Leave under the Employment Standards Act.



## **ARTICLE 17 - HEALTH BENEFITS**

### **17.01 Insurance**

- (a) In accordance with the terms and conditions of the Crown Life Group Insurance Plan, the Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee in the Crown Life Group Insurance Plan, and that the life insurance coverage for each employee will be at two (2) times the employee's annual salary.
- (b) The Employer will continue the pay direct drug card with a \$7.50 cap on dispensing fee and, provision of a \$1.00 fee per prescription. Positive enrolment and coordination of benefits to be included.
- (c) The drug plan requires enhanced generic substitution for drugs covered by the plan based on the following:
  - Lowest cost interchangeable drug
  - Medical evidence is required for drugs where physician indicates "no substitution"
  - Lowest priced drug in a therapeutic class

### **17.02 Supplementation of the Workplace Safety and Insurance Board**

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Act, shall receive on request by the employee, the difference between the amount payable by the WSIB and his regular salary and such payments shall be deducted from the employee's sick leave credits. If the employee has no sick leave credits, no payment is required under this section. The Employer will provide all transportation to and from the Hospital for all employees who require hospitalization or medical treatment as a result of an accident occurring on the premises of the Employer.

### **17.03 Legislation**

If the premiums paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates.

**17.04 Dental Plan**

- (a) The Employer agrees to pay fifty percent (50%) of the billed premiums for Blue Cross Dental Plan #9 or its equivalent at current ODA rates, as adjusted from time to time, conditional on the parties being able to meet the insurer's enrolment requirements, if any. It is understood that the balance of the premium costs for the Blue Cross Dental Plan #9 or its equivalent will be paid by the employee through payroll deductions.
- (b) Recall to nine (9) months for eighteen (18) and older and six (6) month recall for under eighteen (18). Fluoride only for under eighteen (18).

**17.05 Vision**

The Employer will provide a Vision Care Plan allowing for benefits in the amount of one hundred and sixty dollars (\$160.00) every two years paid for by the Employer.

Effective January 1, 2012, vision care will be increased to \$180.00 per twenty-four (24) month period, including eye examination.

**17.06 Hearing Aid**

Effective January 1, 2012, \$300.00 lifetime benefit.

**17.07 Substitute Carrier**

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

**17.08 Uniform Allowance**

- (a) Full-time bargaining unit employees shall receive a uniform allowance of \$8.50 per month towards the purchase of uniforms as designated by the Employer.
- (b) Payment for uniform allowance shall be made twice per calendar year in January and July for the six (6) month periods coinciding with the pay periods ending around December 31st and June 30th.

**17.9 Pension Plan**

- (a) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (NHRIPP) being a multi-Employer pension plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (b) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy five (975) hours of service.
- (d) The Employer and the Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- (e) 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.
- (f) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonable require in order to properly record and process pension contributions and pension benefits.
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 17.09 [a] will be paid to the employee.

**17.10 Over 65**

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- life insurance reduced by fifty percent (50%);
- major medical;
- vision;
- dental.

## **ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES**

### **18.01 Pay Days**

On a trial basis for the remainder of this Collective Agreement, direct deposit. There will be a nine (9) calendar day hold back. The payday shall remain on Thursday. Hold back to be changed at the same time as the employees are paid their retro if the employees have completed and returned all direct deposit enrolment forms fourteen (14) days in advance of the pay period on which the retro is to be paid.

The Employer shall provide, in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

### **18.02 Equal Pay for Equal Work**

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

### **18.03 Pay During Temporary Transfers**

When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position at a flat rate of pay, he shall receive the rate for the job. When an employee is temporarily assigned to a posting paying a lower rate, his rate shall not be reduced.

### **18.04 New Classification**

- (a) When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within three (3) calendar weeks following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

- (b) Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date that the Union raised the issue with the Employer.

**18.05 Responsibility Allowance for Work Outside the Bargaining Unit**

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of half (½) a shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half (½) a shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

**ARTICLE 19 - GENERAL**

**19.01 Bulletin Board**

- (a) 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.
- (b) Material other than the above must be approved and initialled by the Administrator.

**19.02 Overtime Meal Allowance**

Employees required to work more than two (2) hours overtime consecutive with a shift shall be provided with a meal by the Employer.

**19.03 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his 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 will invoice the Employer and costs will be equally shared.

**19.04 Plural or Feminine Terms May Apply**

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

**19.05 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.

**19.06 Payroll Errors**

- (a) If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to 5.5 hours or more at his/her regular rate of pay, the error will be adjusted within three (3) payroll department business days from the date that the department head was advised of the error. Errors less than this amount will be corrected on the employee's next regular pay.
- (b) If the Employer makes an error in an employee's favour of a day's pay for that employee or less the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, at the request of the employee, the Employer will be reimbursed over the following two or three pay periods as agreed upon between the parties.

**19.07 Resident Abuse**

The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

**19.08 Termination of Employment**

Employees will endeavour to give two (2) weeks' notice of termination of employment.

**19.09 Translation of the Collective Agreement**

The parties shall share the cost of translating the Collective Agreement into French. It is understood that should there be any discrepancies between the French and the English versions of the Collective Agreement, the English version shall prevail.

**ARTICLE 20 - TECHNOLOGICAL CHANGES**

**20.01 Notify Union**

- (a) The Employer undertakes to notify the Union in advance so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

**ARTICLE 21 - REGULAR PART-TIME EMPLOYEES CLAUSES**

**21.01 Apply to Part-time Employees**

The following clauses shall apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

- (a) **Seniority List**
  - (i) A seniority list for part-time employees shall be posted in January and July of each year. This list shall show the employee's seniority in terms of total number of hours worked. During the first thirty (30) calendar days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing, and after this time, the seniority list as posted or amended as the case

may be, shall not be open to question by the employees or the Union. A copy of such list shall be forwarded to the Union. The seniority of each part-time employee shall be shown in terms of the total number of hours worked by that employee.

- (ii) Employees who have transferred from full-time to part-time, or part-time to full-time shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.
- (iii) For the purposes of job posting and layoff only, the seniority of part time employees will be calculated as of the end of the pay period immediately prior to the closing of the posting date, or the notice to the Union of the layoff, or the notice to the most senior employee, whichever is the greater.

(b) **Paid Holidays**

- (i) The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Christmas Day
Dominion Day	Boxing Day

- (ii) Two (2) floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.
- (iii) The employee shall receive pay for the above noted holidays based on their average regular hours of work, whether they work or not, provided:
  - (1) the employee has earned wages for at least eight (8) working days prior to the thirty (30) calendar days immediately preceding the holiday; and
  - (2) the employee works on his regular day of work preceding and following the holiday.
- (iv) An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day. In addition, employees who qualify for holiday pay under this section will



receive pay for the holiday at the employee's regular hourly rate. An employee scheduled to work on one of the above mentioned holidays and who does not report for work without a valid reason, shall forfeit her holiday pay.

(c) **Vacations**

- (i) Part-time employees shall receive vacations with pay on the same basis as full-time employees, as referred to in clause 14.01. For the purposes of this clause, eighteen hundred (1800) paid hours shall equal one (1) year of service.
- (ii) Part-time employees shall schedule vacation in seven (7) consecutive calendar days which shall be interpreted as five (5) working days and two (2) days off.

(d) **Employee Benefits**

Employees shall receive eleven percent (11%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

**21.02 Do Not Apply to Part-time Employees**

- (a) The following articles of this Agreement do not apply to employees who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period:

- Article 9.02
- Article 12.01, 12.02, 12.03, 12.12, 12.13, 12.14, 12.15, 12.16
- Article 13.01, 13.03, 13.05, 13.06, 13.07
- Article 14.02, 14.03, 14.04, 14.05, 14.06,
- Article 15.00,
- Article 17.01 through 17.08

(b) **Hours of Work and Overtime**

The normal daily hours of work exclusive of a thirty (30) minute meal period shall be seven and one-half (7½) hours per day. The provisions contained herein do not represent a guarantee of daily or weekly hours of work.

(c) **Overtime**

Overtime at time and one-half (1½) the employee's regular rate of pay shall be paid for all authorized hours worked in excess of seven and one-half (7½)

hours in any one day or seventy-five (75) hours of work in the two (2) week pay period.

(d) **Reporting Payment**

An employee who reports for work at his regularly scheduled time and is advised for the first time that there is no work available, shall be given at the Employer's option four (4) hours' work or four (4) hours' pay at his applicable hourly rate. For employees regularly scheduled to work less than four (4) hours the obligation is reduced to the number of hours regularly scheduled to work. This obligation is not applicable where the employee has failed to keep the Employer aware of her telephone number.

(e) **Progression**

- (i) Employees will progress from the start rate to the one-year rate and so on, on the basis of eighteen hundred (1800) paid hours.
- (ii) Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid under the Workplace Safety and Insurance Act shall be considered as hours paid for the purpose of advancement on the wage grid.

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.01 Occupational Health and Safety Act**

The Employer and the Union agree to abide by the Occupational Health and Safety Act as amended from time to time.

### **22.02 Monthly List**

The Employer shall provide to the Union monthly a list of all employees on WSIB or modified work.

### **22.03 Accident Report**

The Employer shall give the employee a copy of the accident report to be given to the Board.

#### **22.04 Maintenance of Standards**

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.

#### **22.05 Joint Health and Safety Committee**

- (a) A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by the Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month.
- (b) Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.
- (d) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.
- (e) Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

#### **22.06 Monthly Inspections**

- (a) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers

to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

- (b) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

**22.07 Access to Data**

The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. This information shall be a standing item recorded in the minutes of each meeting.

**22.08 Full Co-operation**

The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

**22.09 Best Efforts**

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

**22.10 Aggressive Residents**

The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

### **22.11 Violent Behaviour**

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- (i) designing safe procedures for employees;
- (ii) providing training appropriate to these policies;
- (iii) reporting all incidents of workplace violence.

### **22.12 Employer Obligation**

The Employer shall:

- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

### **22.13 Employee Obligation**

A worker shall,

- (i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (ii) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (iii) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and

- (iv) report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

**22.14 Injured Workers Provisions**

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

**22.15 Infectious Diseases**

- (a) The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.
- (b) To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.
- (c) The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

**22.16 Day of Mourning**

Each year on April 28<sup>th</sup> at 11:00 a.m., one minute of silence shall be observed in memory of workers killed or injured on the job.

**22.17 Violence In The Workplace**

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For the purposes of sub-article a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and

the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation and with the employees consent, the Employer will inform the Union within three days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

## **22.18 Harassment In The Workplace**

- (a) The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with Extencicare's values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.
- (b) Harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.
- (c) Harassment is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.
- (d) The following examples could be considered as harassment but are not meant to cover all potential incidents:

Name calling

Racial slurs or joke

Mimicking a person's accent or mannerisms

Offensive posters or pictures on paper

Repeated sexual remarks

Physical contact that could be perceived as degrading

Sexual flirtation, advances, propositions

Leering  
Comments about a person's sex life  
Innuendo, gestures or taunting  
Talking about a person's body, disability, attire or sex

- (e) Harassment is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate workplace purpose. For clarity, harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) Where a bargaining unit member complains of harassment by another bargaining unit member she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.
- (g) Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.
- (h) In support of providing and maintaining an environment free of harassment, the Employer and the Union will ensure that all staff members, volunteers and persons with the practicing privileges in the facility are informed that harassment, including sexual harassment, in the workplace, is an offence under the law.

## **ARTICLE 23 - TERM OF AGREEMENT**

### **23.01 Effective Date**

The term of this Agreement shall be from January 1, 2013 to December 31, 2014, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

### **23.02 Changes in Agreement**

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

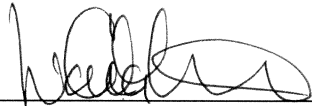


**23.03 Notice of Changes**

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**


  
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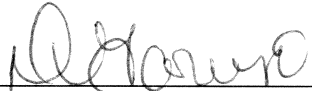
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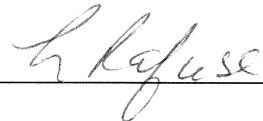
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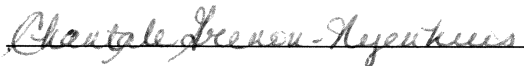
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December 2014

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

  
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## APPENDIX "A" - WAGES

### A.01 Classifications and Wages

Classification	Step	
<b>Housekeeping, Laundry Dietary Aides (Basic Aides)</b>	Probation	18.620
	Start	18.866
	1 Year	19.372
	2 Years	19.840
<b>Janitor</b>	Probation	18.620
	Start	18.866
	1 Year	19.372
	2 Years	19.840
<b>Handyman</b>	Probation	18.841
	Start	19.088
	1 Year	19.594
	2 Years	20.050
<b>Nurses Aide Activity Aide</b>	Probation	18.855
	Start	19.102
	1 Year	19.569
	2 Years	20.050
<b>Health Care Aide Certified Activity Aide</b>	Probation	19.051
	Start	19.298
	1 Year	19.854
	2 Years	20.321
<b>Cook 2</b>	Probation	19.693
	Start	19.939
	1 Year	20.777
	2 Years	21.272
<b>Cook 1</b>	Probation	21.122
	Start	21.369
	1 Year	21.541
	2 Years	21.985
<b>Maintenance</b>	Probation	21.122
	Start	21.369
	1 Year	21.541
	2 Years	22.089
<b>RPN (1)</b>	Probation	24.079
	Start	24.325
	1 Year	24.818
	2 Years	25.336

NOTES:

- (1) RPN rates include a \$0.30 per hour adjustment for Jan 1/09 and Jan 1/10, applied after the general adjustment.

\* Pay Equity Adjustment of \$1.20 per hour has been incorporated into the hourly rates.

- (i) General Aides (Dietary) will receive sixty-five cents (65¢) over and above their regular rate for all hours worked as Second Cook.
- (ii) RPN's will receive twenty-five cents (25¢) over and above their regular rate for all hours worked as a charge RPN.

(2) Lump Sum Payments:

January 1, 2013 – Full-Time \$400.00, Part-Time \$200.00

January 1, 2014 – Full-Time \$400.00, Part-Time \$200.00

Employees who work as "Activity Aides" and who hold a Health Care Aide Certificate or Recreation Certificate or equivalent certification as determined by the Employer, shall receive the Health Care Aide rate of pay.

A.02 Retroactivity

Retroactive payment to individuals relating to the general wage increases shall be paid within thirty (30) calendar days from the effective date of the award, and shall be based on all hours paid.

Employees who have left the employ of the Employer will be notified by registered mail within thirty (30) calendar days of the date of the award of their entitlement to retroactivity addressed to their last known address. The employees shall have a further sixty (60) calendar days to claim their retroactivity.

Retroactivity shall be paid by separate cheque, and shall be itemized.

All other matters effective the date of written notice of ratification or an arbitration award, unless otherwise specified herein.

## **APPENDIX "B" - PAY EQUITY AGREEMENT**

**between**

**EXTENDICARE (CANADA) INC., BAYVIEW, OSHAWA, LAURIER MANOR,  
WEST END VILLA, SUDBURY YORK, KAPUSKASING, TIMMINS AND TRI-TOWN  
(the "Employer")**

**and**

**CUPE LOCALS 1182, 1307,  
1394, 4788, 2770, 2951, 3127 AND 3128  
(the "Union")**

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the Employer's minimum obligation by 2% carries forward and captures the obligations up to and including December 31, 2000.

The adjustments in this Agreement resolve all current outstanding issues of pay equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

The Pay Equity adjustments will be as follows:

Effective January 1, 2001, seven (\$.07) cents per hour.

Effective January 1, 2002, eight (\$.08) cents per hour.

Effective January 1, 2003, fifteen (\$.15) cents per hour.

Effective September 1, 2003, ten (\$.10) cents per hour.

The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Effective January 1, 2004, ten (\$.10) cents per hour.

Effective January 1, 2005, ten (\$.10) cents per hour.

Effective January 1, 2006, ten (\$.10) cents per hour.

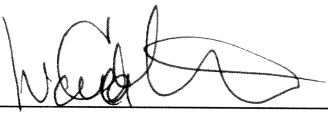
Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

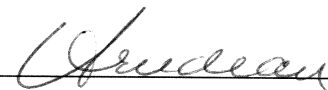
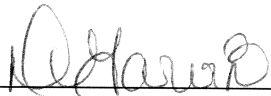

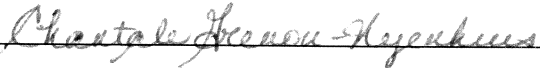
The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

  
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**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

  
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:nl/cope 491  
October 2014

**LETTER OF UNDERSTANDING**

between

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

and

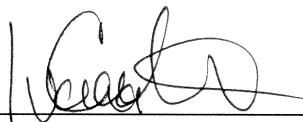
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

**RE: LABOUR MANAGEMENT MEETINGS**

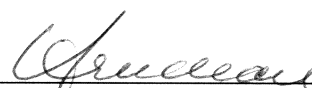

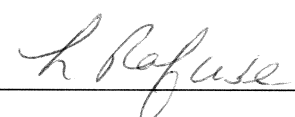
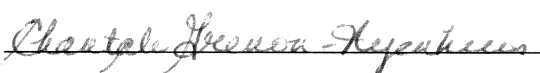
Employees who attend Labour Management Meetings as defined under Article 5.03 shall be paid at their regular rate of pay for time spent at such meetings to a maximum payment of one (1) hour. It is understood that such hours would not constitute hours worked for the purpose of calculating overtime.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

  
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**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

  
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**LETTER OF UNDERSTANDING**

between

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

and

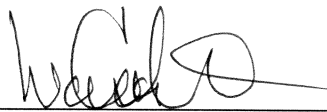
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

**RE: PART-TIME EMPLOYEES - WEEKEND OFF**

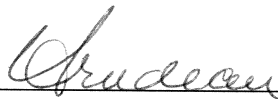
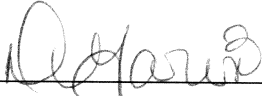
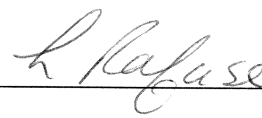
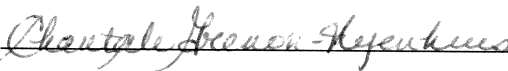
The Employer agrees to endeavour to arrange shift schedules such that part-time employees will receive one (1) weekend off in three (3). This provision shall not apply in the event the employee and the Employer mutually agree to some other arrangement.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

  
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**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

  
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**LETTER OF UNDERSTANDING**

**Between**

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

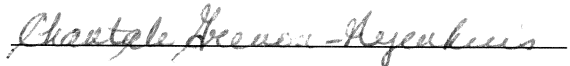
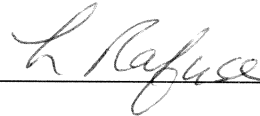
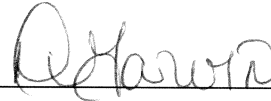
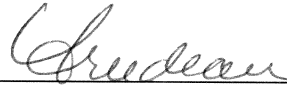
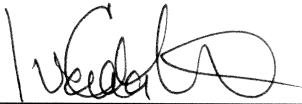
**RE: PART-TIME EMPLOYEES LEAVE FOR UNION FUNCTION**

In calculating payment for part-time employees under Article 16.02 payment shall include the percentage in lieu of benefits as defined under, 21.01 (d) Health and Welfare - Fringe Benefits.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**





**LETTER OF UNDERSTANDING**

**between**

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

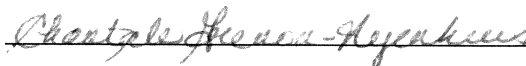
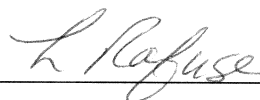
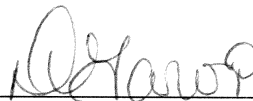
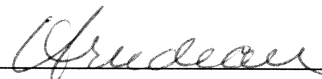

**RE: INTERIM MEETINGS**

On a trial basis, upon request by the Local or the Employer, the parties agree that representatives of each (which shall include the Director of Labour Relations or her designate and the Local's Representative of the Union) will meet during the term of the Collective Agreement to discuss problems arising from the administration of the Collective Agreement and to discuss any other problems which may further assist in improvement of Management-Union relations. Article 5.02 of the Collective Agreement shall apply.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**



**LETTER OF UNDERSTANDING**

**between**

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

**RE: PART-TIME PAID HOLIDAYS**

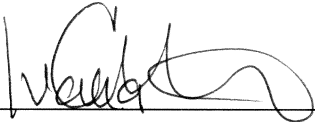
Effective on the date of ratification, the formula to be used to calculate payment for part-time paid holidays in Article 21.01 (b) will be as follows:

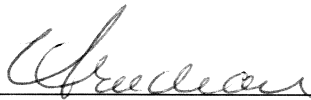
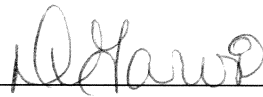
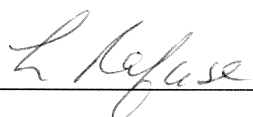
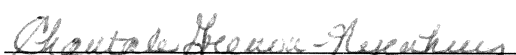
$$\frac{\text{Total hours worked in the past 4 weeks} \times 7.5}{150}$$

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

  
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## LETTER OF UNDERSTANDING

between

**CANADIAN UNION OF PUBLIC EMPLOYEES**

and

**EXTENDICARE HEALTH SERVICES INC.**

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It is understood and agreed that the Employer will have no responsibility for managing the Nursing Homes and Related Industries Multi-Employer Pension Plan (hereinafter called the Plan), and the Employers' financial obligation is limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan. The Employer shall provide the Plan Administrator with all information required pursuant to the Pension Benefits Act, 1987, on a timely basis, in line with point 5 below.

The conditions precedent to the Employer agreeing to participate in the Plan are as follows:

1. The Union will not propose any change in the Employees' or Employers' contribution earlier than December 31, 1995.
2. The Union and the Employer understand 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 then in force between the parties.
3. It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employers, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations.

The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or as is required by law, whichever is more frequent.

5. The information pursuant to .07 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information request beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by article .07 of the agreement are:

- A. To be provided once only at Plan commencement and for new enrolments:

Date of Hire  
Date of Birth  
Date of First Remittance  
Seniority List (for purpose of calculating past service credit)

- B. To be provided with each remittance:

Name  
Social Insurance Number  
Monthly Remittance

- C. To be provided once, and if status changes:

Address as provided to the Home  
Termination date when applicable

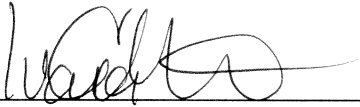
D. To be provided once if they are readily available:

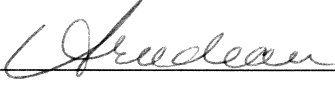
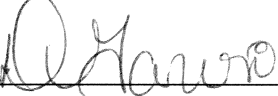
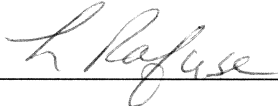
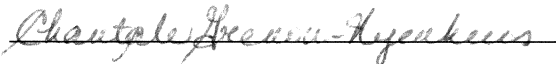
Gender  
Marital Status

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

:nl/cope 491  
October 2014

## LETTER OF UNDERSTANDING

between

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

### RE: Prior Sick Leave Cash-out Provisions

For full-time bargaining unit employees with more than five (5) years of service on the date the retirement plan first commenced, upon termination or retirement or death of the employee, fifty percent (50%) of the remaining unused portion of the frozen sick leave bank shall be paid to the employee listed below or in the event of death to the employee's estate. Payment shall be calculated at the employee's wage rate in effect at the time the retirement plan first commenced.

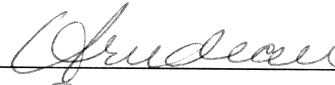
<b>NAME</b>	<b>FROZEN SICK HOURS BALANCE</b>	<b>FROZEN SICK RATE</b>	<b>SICK BANK CASH OUT AT 50%</b>
Gloria Ball	733.46	\$10.82	\$3,968.02
Gisele Burke	275.25	\$11.08	\$1,524.89
Margaret Conaty	395.92	\$11.99	\$2,373.54
Patrice Dzilums	324.81	\$10.82	\$1,757.22
Jacqueline Gauthier	855.0	\$11.99	\$5,125.72
Richard Gauthier	1.75	\$11.08	\$9.70
Donna Landry	30.75	\$11.08	\$170.36
Denise Lavoie	2.93	\$11.08	\$16.23
Valerie Trudeau	655.18	\$10.94	\$3,583.83
David J Viau	285.83	\$11.08	\$1,583.50
Joanne Viau	39.5	\$11.08	\$218.83

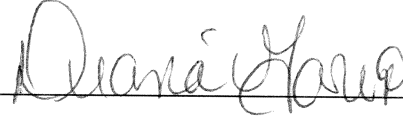
SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

FOR EXTENDICARE/  
SUDBURY YORK

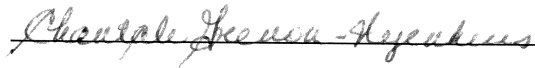
FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182











:nl/cope 491  
October 2014

**LETTER OF UNDERSTANDING**

**between**

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

**RE: RESTORATIVE AIDE CLASSIFICATION**

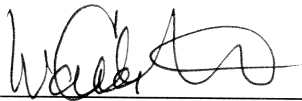
The Labour Management Committee will review the following information with regards to the Restorative Aide or like classification:

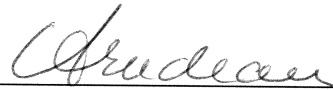
Job descriptions; job postings; job qualifications and rate of pay.

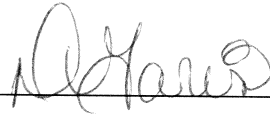
SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

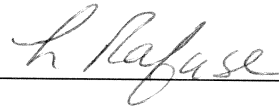
**FOR EXTENDICARE/  
SUDBURY YORK**

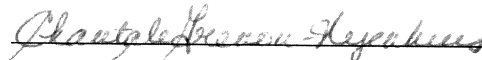
**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**













**LETTER OF UNDERSTANDING**

**between**

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

**RE: VACATION AND LIEU DAYS**

The parties agree that the issue of approval or denial of vacation and lieu days will be discussed at Labour Management.

SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

**FOR EXTENDICARE/  
SUDBURY YORK**

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**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

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Chantale Gouin-Hayden

:nl/cope 491  
October 2014

## **LETTER OF UNDERSTANDING**

**between**

**EXTENDICARE (CANADA) INC., SUDBURY YORK**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1182**

### **RE: INFLUENZA VACCINE**

Upon recommendation of the Medical Officer of Health pertaining to a facility or to Health Care facilities in general, all employees shall be required to be vaccinated and or take anti viral medication for influenza as recommended. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the Employee exercises their right to refuse the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by the public health or the Employer to return to the work environment.

If such refusal is based on medical grounds, where a medical certificate is provided to confirm that, and where it is deemed safe and practical by the Employer the employee may be reassigned during the outbreak period. Where reassignment is not possible the employee will be permitted access to their sick-leave bank during the outbreak period.

If the employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of an inoculation and/or the antiviral medication and where a medical certificate is provided to confirm that, the employee will be permitted access to their sick –leave bank during the outbreak period.

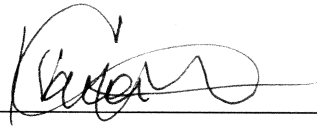
If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

Any employee placed on unpaid leave in these circumstances, or who has exhausted their sick leave bank, shall be permitted to use banked lieu time or vacation credits in order to keep their pay whole.

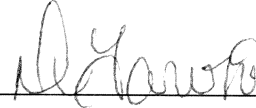
SIGNED THIS 9<sup>th</sup> DAY OF March 2015.

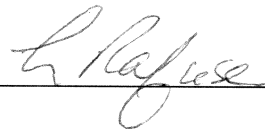
**FOR EXTENDICARE/  
SUDBURY YORK**

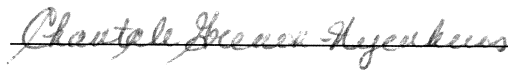
**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 1182**

  
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October 2014