

COLLECTIVE AGREEMENT

- between -

VERMONT SQUARE NURSING HOME

(hereinafter referred to as the "Company")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 1565**

(hereinafter referred to as the "Union")

SUPPORT UNIT

Expiry - December 31, 2016

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 – NO DISCRIMINATION.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	2
ARTICLE 4 – COMMITTEES	2
ARTICLE 5 – UNION SECURITY	5
ARTICLE 6 – GRIEVANCE PROCEDURE.....	6
ARTICLE 7 – ARBITRATION	7
ARTICLE 8 – MANAGEMENT POLICY GRIEVANCE.....	8
ARTICLE 9 – DISCIPLINE AND DISCHARGE	9
ARTICLE 10 – NO STRIKES, NO LOCKOUTS.....	10
ARTICLE 11 – WAGES.....	10
ARTICLE 12 – HOURS OF WORK AND OVERTIME.....	10
ARTICLE 13 – JOB POSTING	13
ARTICLE 14 – VACATIONS WITH PAY	14
ARTICLE 15 – HOLIDAYS	16
ARTICLE 16 – SENIORITY	17
ARTICLE 17 – BEREAVEMENT LEAVE	21
ARTICLE 18 – JURY DUTY.....	22
ARTICLE 19 – LEAVE OF ABSENCE.....	22
ARTICLE 20 – BULLETIN BOARDS.....	22
ARTICLE 21 – PREGNANCY LEAVE AND PARENTAL LEAVE	22
ARTICLE 22 – EDUCATION LEAVE	25
ARTICLE 23 – NOTICES	25
ARTICLE 24 – INTERPRETATION	25
ARTICLE 25 – CHANGES	25
ARTICLE 26 – ACCOMMODATION	25
ARTICLE 27 – COPIES OF THE AGREEMENT	25
ARTICLE 28 – SICK LEAVE	26
ARTICLE 29 – EMPLOYEE BENEFIT PLANS.....	27
ARTICLE 30– NOTICE OF INTENTION TO RETURN FROM EXTENDED ABSENCE	30
ARTICLE 31 – CLOTHING ALLOWANCE	30
ARTICLE 32 – TEMPORARY TRANSFER.....	30
ARTICLE 33 – NO CONTRACTING OUT/WORK OF THE BARGAINING UNIT.....	30
ARTICLE 34 – DURATION	31
ARTICLE 35 – PRINTING OF COLLECTIVE AGREEMENT	31
SCHEDULE "A" - SUPPORT UNIT.....	33
SCHEDULE "B" - SUPPORT UNIT.....	35
Part-time Employee Benefits.....	35
LETTER OF UNDERSTANDING.....	36
Contracting Out.....	36

LETTER OF UNDERSTANDING	37
Pay Equity Agreement.....	37
LETTER OF UNDERSTANDING	38
Communicable Diseases	38
LETTER OF UNDERSTANDING	40
Extended Tours	40
LETTER OF UNDERSTANDING	41
Re: Work Schedule	41

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1565 as the sole collective bargaining agency for all its employees in Metropolitan Toronto, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, security guards, supervisors, persons above the rank of supervisor, office and clerical staff and students employed during the school vacation period.
- 1.02 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth in Clause 1.01.
- 1.03 A full-time employee is defined as an employee who is regularly scheduled to work more than twenty-four (24) hours per week.
- 1.04 A part-time employee is defined as an employee who is regularly scheduled to work twenty-four (24) hours or less per week.
- 1.05 "Technical personnel" comprises physiotherapists, occupational therapists, psychologists, electro-encephalographers, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.
- 1.06 The Company recognizes the right of the Union to be represented from time to time by its agent, the Canadian Union of Public Employees and its Local 1565.
- 1.07 Definition of Working Days
A "working day" for the purposes of the grievance and arbitration procedures and wherever it is used in this agreement shall be defined as Monday through Friday inclusive, except that any fixed designated holidays listed under Article 15.01 a) are excluded from the calculation of working days. Saturdays and Sundays do not constitute working days for the purposes of these provisions.

ARTICLE 2 – NO DISCRIMINATION

- 2.01 a) The Union and the Company agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, ethnic origin, religion, political affiliation, sex, sexual orientation, gender identity, gender expression, marital status, family status, disability or any ground prohibited under the Ontario Human Rights Code. The parties agree that this provision shall be interpreted in accordance with the Human Rights Code.
- b) The Union and the Company further agree that there will be no discrimination, interference, restriction or coercion exercised by any of their representatives with respect to an employee because of her activity or lack of activity on behalf of the Union.

2.02 Relationship

It is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the company without the permission of the Administrator.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order and efficiency;
- b) Hire, promote, demote, classify, transfer and suspend in accordance with established policy employees and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make, enforce, and alter such rules and regulations to be observed by the employees as are posted from time to time;
- d) Determine the nature and kind of business conducted by the Company, the kinds and locations of Homes, equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of patient care, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company.

3.02 The Company agrees that the above rights shall not be exercised in a manner that is inconsistent with the express terms of this Agreement.

ARTICLE 4 – COMMITTEES

4.01 The Company acknowledges the right of the Union to appoint or otherwise select a Grievance Committee to represent both bargaining units, which shall be composed of the Local Union President and the Chief Steward. In addition, the Union may appoint or otherwise select a total of three (3) stewards to represent both bargaining units, one for each shift. All stewards and Grievance Committee members shall have completed the probationary period, and shall be regular employees of the Company during their time of office. The name and area of each of the stewards and the members of the Grievance Committee, from time to time selected, shall be given to the Company in writing, and the Company shall not be required to recognize any such steward or committee person until it has been so notified.

4.02 The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards, Union officers and designated representatives in the carrying out of the terms and requirements of this Agreement.

4.03 The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity.

4.04 The Union recognizes that such representative of the Union is an employee of the Company and that she will not leave her work during working hours except to perform her duties under this agreement. Therefore, no representative of the Union shall leave her work without obtaining the permission of her supervisor. Such permission shall not be unreasonably withheld. In recognition of this, employees who represent the Union shall not suffer any loss of pay or benefits for the total time in meetings with the Company for negotiations, grievance and arbitration procedures, provided the total time taken is not unreasonable.

4.05 Union Leaves

Leave of absence without pay and without loss of seniority shall be granted to employees elected or appointed to represent the Union at conventions or seminars, provided that not more than four (4) employees (not more than two (2) from any one shift and not more than two (2) from the registered nurses bargaining unit) shall be absent at any one time, the total of such leaves of absence during any calendar year in the service and nursing bargaining units combined is not more than seventy-five (75) employee days, and provided that the request for the leave of absence is made in writing at least two (2) weeks prior to the leave of absence or as soon as the local receives notification.

The Employer agrees to keep the salary and benefits whole for all employees on Union leave and will bill the Union for such salary, as well as "E.I., C.P.P., E.H.T, and W.S.I.B," premiums, vacation pay, pension and percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves.

4.06 Health and Safety Committee

a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. 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.

b) A joint management and employees 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 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 quarterly or more frequently as the Committee may decide. Scheduled time spent in such meetings is to be considered to be time worked. 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 and Safety board.

c) 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 workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. 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/her on inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable 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. It is understood that no information will be provided to the Committee that is confidential.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- g) At least one (1) of the members of the Committee will be selected by the employee Union and will be trained to be a certified worker as defined under the Act. The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

4.07 Positive Work Environment

The parties agree that if incidents involving aggressive residents occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee meeting. The parties further agree that suitable subjects for discussion at the Joint Occupational Health and Safety Committee and Labour-Management meetings include aggressive residents/families.

The Employer will take reasonable steps within its control to address the legitimate health and safety issues of employees presented in such meeting.

The parties agree that residents have a right to live in an environment that is free from abuse. The Union and the Employer further agree to cooperate to promote an abuse free environment for all residents and employees.

Labour-Management Committee

- 4.08 a) The Employer and the Union agree to the establishment of Labour-Management Committee consisting of equal representation from both parties.
- b) The CUPE National Representative servicing the unit shall be permitted to attend, upon reasonable notice having been provided to the Employer.
- c) The Committee shall meet at least once monthly, unless otherwise mutually agreed between the parties. The time and place of such meetings shall be determined by mutual agreement. Employees shall not suffer any loss of pay for attending such meetings.
- d) The purpose of such committee is to promote understanding, cooperation and discussion regarding issues of mutual interest and concern and to attempt, where possible, to resolve problems in the best interests of residents, employees and management in a non-adversarial manner.

- e) Administrative procedures such as agendas, minutes and structures shall be by mutual agreement.
- f) The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusion reached in their discussions.
- g) Suitable subjects for discussion will include workload issues.

ARTICLE 5 – UNION SECURITY

- 5.01 The Employer shall deduct from every pay of each employee covered by this Agreement, Union Dues in an amount certified by the Union to the Employer to be currently in effect, according to the Union by-laws. Such deductions shall be mailed to the National Secretary-Treasurer not later than the fifteenth (15th) day of the following month, accompanied by a list of names and classifications of employees from whose wages the deductions have been made. It shall indicate if an employee is full-time or part-time.
- 5.02 All new employees hired after the signing of this Agreement must become and remain members of the union upon completion of their probationary period as a condition of their continued employment provided that the Company shall not be required to discharge any employee who loses her Union membership for reason other than non-payment of dues.
- 5.03
- a) No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives which may conflict with the terms of this Collective Agreement.
 - b) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, committee members, stewards and designated representatives. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 5.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.
- 5.05 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 as set out in this Article dealing with Union Security.
 - 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 (1st) month of employment, for the purpose of advising such employee of the existence of the Union and of his/her 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 fifteen (15) minutes duration.

- 5.06 The Employer shall provide to the Union, a copy of all bargaining unit job postings, hires (both the names of the successful bargaining unit applicants and the names of any external bargaining unit hires), terminations, layoffs, recalls, transfers and retirements.
- 5.07 The Employer agrees to provide to the Local Union President on an annual basis, the bargaining unit members' names and addresses that are on record with the Employer. The Employer will also provide the telephone numbers on record of those employees who have authorized the Employer in writing to release their phone numbers to the Union. The Employer and the Union agree to work together to encourage all employees to update on an annual basis their addresses and telephone numbers on record with the Employer.
- 5.08 It is understood that probationary employees must pay union dues commencing with their first pay.
- 5.09 The Union will indemnify and save the Employer harmless against any claims or liabilities arising or resulting from all such union due deductions and remittances.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 The parties to this agreement have agreed that it is of the utmost importance to adjust complaints and grievances arising out of the interpretation, application, administration or alleged violation of the collective agreement or the unjust discipline or dismissal of an employee as quickly as possible.
- 6.02 No complaint or grievance shall be considered where the circumstances giving rise to it occurred or originated, to the knowledge of the grievor, more than seven (7) full working days before the filing of the complaint or grievance, as set out in the following procedure:
- 6.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee does not have a grievance until she has first given their Department Head the opportunity of adjusting her complaint. The grievor may have the assistance of a union steward if she so desires. Such complaint shall be discussed with the Department Head in the timeframe set out in 6.02. If the matter is not resolved, then the matter may taken up as a grievance in the following manner:

Step 1 – Written Grievance

Within five (5) working days after the Department's decision respecting the oral complaint is given, the aggrieved employee may present the grievance which shall be reduced to writing on a form supplied by the Union and approved by the Company to the Department Head. The aggrieved employee may have the assistance of her steward at Step 1. The Department Head shall render her decision in writing within five (5) working days following the presentation of the grievance to her. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

Step 2 – Written Grievance Stage

Within five (5) working days after the decision is given at Step 1, the aggrieved employee may submit her grievance to the Administrator, or the Administrator's designate. The Administrator and management representatives, not to exceed a total of three (3) management persons, shall meet with the grievor, and either the two (2) members of the Grievance Committee or one (1) member of the Grievance Committee and the grievor's steward as determined by the Union. The CUPE National Representative may also attend if his presence is requested by either party. The Administrator will render her decision in writing within five (5) working days following such meeting

- 6.04 If final settlement of the grievance is not reached after the written decision at Step 2 and if the grievance is one which concerns the interpretation or alleged violation of the agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 7 below at any time within thirty (30) calendar days after the decision is given under Step 2 and if no such written request for arbitration is received within the time limits, then it shall be deemed to have been abandoned and the provisions in this agreement for the creation of a board of arbitration shall not apply thereto.

6.05 Mediation

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

- 6.06 The time limits fixed in both the grievance and arbitration procedure may be extended by the consent of the parties to this Agreement.

6.07 Retroactivity Grievances

Where retroactivity of wages or compensation adjustments is negotiated or awarded, an employee shall bring any allegation of incorrect calculation of retroactivity to the attention of the applicable manager alleging incorrect calculation of retroactivity within forty-five (45) working days of a negotiated settlement or award. Failing a mutually agreeable resolve of the issue, a grievance alleging incorrect calculation of retroactivity may be filed at Step 2 of the grievance procedure within five (5) working days.

ARTICLE 7 – ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, administration or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 6 above, and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties hereto.

- 7.02 The Board of Arbitration shall be composed of one (1) person appointed by the Company, one (1) person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board unless the parties agreed to refer the grievance to a named umpire.

- 7.03 Within seven (7) working days of the request by either party of a Board, each party shall notify the other in writing of the name of its appointee. Should either party fail to name an

appointee in accordance with this clause, the other party may request the Ontario Labour Relations Board to name an appointee for the defaulting party.

- 7.04 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 7.03 above, the Ontario Labour Relations Board will be asked to nominate a person to act as Chairperson.
- 7.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- 7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.
- 7.08 The Company and the Union may by written agreement substitute a named umpire for the Board of Arbitration and the umpire shall present the same powers and be subject to the same limitations as a Board of Arbitration.

ARTICLE 8 – MANAGEMENT POLICY GRIEVANCE

- 8.01 Any grievance instituted by management may be referred in writing to the Union office within three (3) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union representative shall meet within ten (10) working days thereafter with the management to consider the grievance.

If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Article 6 at any time within fifteen (15) calendar days thereafter but not later. If no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned and the provisions of this Agreement for the creation of a Board of Arbitration shall not apply thereto.

- 8.02 Union Policy Grievances

A Union Policy Grievance, which is defined as an alleged violation of this Agreement concerning all or a substantial number of employees in the bargaining unit or on one floor in regard to which an individual employee could not grieve, may be lodged by the Chairperson of the Grievance Committee in writing with the Administration at Step No. 2 of the Grievance Procedure at any time within seven (7) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

- 9.01 A claim by an employee who has completed the probationary period that she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at Step No. 2 of the Grievance Procedure within five (5) days after a union representative receives written confirmation of the employee's termination. Such special grievances may be settled by:
- a) Confirming the Management's action in dismissing the employee; or
 - b) Reinstating the employee with full compensation for time lost; or
 - c) Any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.
- 9.02 A) Copies of all written warning and disciplinary action will be given to the employee concerned. Where a notation is made in an employee's file of a verbal warning, a written-discussion reminder shall be given to the employee.
- a) Subject to c) below, all verbal and written warnings will be removed from the employee's file provided that the employee has remained discipline free for any twelve (12) month period after the date of issuance of the discipline.
 - b) Subject to c) below, records of suspensions and discipline other than those disciplinary warnings referred to in a) above will be removed from the employee's file provided that the employee has remained discipline free for any eighteen (18) month period after the date of issuance of the discipline.
 - c) Records of discipline action involving resident abuse will remain on the file for thirty (30) months from the date of issuance and will be removed from the employee's file after a period of thirty (30) months provided that the employee has remained discipline free for any thirty (30) month period after date of issuance of the discipline.
- B) The employee shall have the right, upon at least five (5) working days' advance notice, to review his/her personnel file, and receive copies of documents in the file upon request. Such review shall take place at a mutually agreed time in the presence of the Employer and if the employee so requests, a Union Steward.
- 9.03 At the time that discipline is imposed, an employee shall have the right, if she so requests, to the presence of a Union steward, or if a Union steward is not available, to the presence of a Union representative. If neither a Union steward or a Union representative is available, the employee shall have the right, if she so requests, to the presence of another employee of the employee's choice who is readily available. The Employer shall inform the employee of this right to representation. Where the employee has elected to have the presence of a Union representative, the Employer will provide the Union with a copy of any written discipline imposed.
- 9.04 When an employee is discharged or receives a disciplinary suspension that is to be recorded in the employee's record, the Employer shall advise the employee, and the Union if applicable under 9.03, in writing of the reasons for such discharge or suspension either at the time of the discipline meeting or within five (5) working days thereafter.

ARTICLE 10 – NO STRIKES, NO LOCKOUTS

10.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Company agrees that there will be no lockout. In accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.

ARTICLE 11 – WAGES

11.01 Schedule "A" attached hereto, headed "Wage and Classifications" is hereby made a part of this Agreement.

11.02 a) The Employer shall pay salaries and wages every two (2) weeks on Friday during working hours. On each payday, each employee shall be provided with an itemized statement of his/her wages, hours and deductions. Automatic bank deposits will be made to each employee's account in a bank, trust company, credit union. Pay stubs will be available in the home on payday.

b) Where the Employer has made a paycheque error, such paycheque error shall be corrected within two (2) working days from the date the Employer is notified and/or the error comes to the attention of the Employer. The parties understand that withholding of payment to an employee owing to employee error, such as, and without limiting the generality thereof, failure of the employee to provide proper medical certification or failure of the employee properly to clock in, does not constitute an error according to this clause.

c) Overpayments to the employee's paycheque, will be corrected in the pay period following the date on which the overpayment comes to the attention of the employee and /or the Employer, if the amount is less than seventy-five dollars (\$75.00). Should the amount be more than seventy-five dollars (\$75.00) the Employer and the employee will work out a mutually agreeable payment plan.

11.03 Union dues deducted during each calendar year shall be shown on the T4 slips.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

12.02 The standard work day for full-time employees shall be seven-and-one half (7½) hours and the standard work week for full-time employees shall average thirty-seven and one-half (37½) hours per week over the four week schedule.

12.03 a) For full-time employees, overtime at the rate of time-and-one half (1½) the employee's

regular hourly rate shall be paid for all work required by the Company in excess of seven and one-half (7½) hours per day or seventy-five (75) hours per bi-weekly pay period, or on the seventh consecutive and subsequent consecutive working days for any individual fulltime employee, provided that where a full-time employee is required by the Company to work in excess of seven and one half (7½) hours in a day, but does not report for the number of hours which she was scheduled to work during the bi-weekly pay period, then in such case she shall not be entitled to overtime on a daily basis during that period, except where such failure to report is due to illness or leave of absence.

- b) For part-time employees, overtime at the rate of time and one-half (1½) the employees' regular hourly rate shall be paid for all work required by the Company in excess of seven and one-half (7½) hours per day or seventy-five (75) hours per bi-weekly pay period.
- c) An employee who works a shift of more than five (5) hours duration will be entitled to a one-half (½) hour unpaid meal period. Meal periods will be uninterrupted except in cases of emergency. Should an employee be recalled to duty during her mealtime, additional time shall be provided later in the shift.

12.04 Overtime premiums shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime.

12.05 There shall be one (1) fifteen (15) minute rest period in each half of the shift to be granted at a time or times selected by the Company.

12.06 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

12.07 a) Days off for full-time employees shall be planned in such a way as to equally distribute free weekends within each classification. The Company will attempt to schedule full-time employees at least every second (2nd) weekend off and midweek days off consecutively where possible unless requests are made by employees to have other times off for personal reasons.

Notwithstanding the foregoing, the Company will attempt to schedule Nursing Department full-time employees (e.g. RPN's and HCA's) every second (2nd) weekend off where possible unless requests are made by employees to have time off for personal reasons.

- b) The Employer will attempt to schedule part-time employees at least every second (2nd) weekend off where possible unless:
 - i) The employee is hired to work weekends;
 - ii) The employee wishes to work extra weekends and so indicates availability in writing to be scheduled for extra weekend work.

It is understood that the above applies only to scheduled weekend shifts and that part-time employees may be offered and may accept extra weekend shifts through call-in.

12.08 a) Twenty-four (24) hours' notice shall be given to a full-time employee before change of shift. Failure to provide a full-time employee with at least sixteen (16) hours rest

between shifts which are being changed, shall result in payment of overtime at time-and-one-half (1½) for any hours worked during such normal rest period, except in emergencies.

- b) The Employer shall schedule part-time employees with at least sixteen (16) hours off between scheduled shifts unless the employee wishes to work extra shifts that result in there being less than sixteen (16) hours off and so indicates in writing availability to be so scheduled.

It is understood that the above restriction applies only to scheduled shifts and that part-time employees may be offered and may accept call-in shifts that result in there being less than sixteen (16) hours off between the employee's shifts of work.

- 12.09 Where an employee who has completed her scheduled shift has left the nursing home and is subsequently recalled to work the same day, she shall be paid a minimum of four-and-one-half (4½) hours pay.

12.10 Call in

An employee reporting for work if scheduled on a regular working day, unless notified more than twelve (12) hours prior to the commencement of the shift not to report, and for whom no work at her regular job is available, shall be offered at least four (4) hours' employment in other work at the employee's current rate of wages or, at the Company's option, will be paid four (4) hours' pay in lieu of work. This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure or other like cause.

- 12.11 a) A full-time employee will not be required to rotate shifts without her consent, unless such shift rotation is required in order to comply with the standards set by the Ministry of Health.
- b) A full-time employee who wishes a different shift may file a written request with the Company. The Company shall fill a vacancy on a shift only after considering such written request in accordance with Article 13.

- 12.12 Effective December 17, 2010, full-time employees are entitled to a shift premium of twenty cents (.20¢) per hour for all hours worked on the night shift. Shift premium shall not be paid for any hour in which a full-time employee receives an overtime premium and shift premium will not form part of the full-time employee's straight time hourly rate.

- 12.13 Where the Employer requires an employee to attend a mandatory in-service program outside the employee's scheduled hours of work, the Employer shall pay the employee at his/her regular straight time hourly rate of pay for all time spent at the in-service. It is understood that overtime rates do not apply to attendance at mandatory in-services.

- 12.14 The Employer will not schedule an employee to work split shifts.

12.15 Meal Allowance

Effective July 4, 2016, if the Employer requires an employee to work three (3) or more hours of overtime at the end of a seven and a half (7.5) hour shift, the Employer will supply the employee with a meal.

ARTICLE 13 – JOB POSTING

13.01 With reference to the principle that job opportunity shall be increased with length of service, the parties have agreed as follows. When any of the jobs in the Home become vacant on a permanent basis, the Company will post a notice of the vacancy for a period of five (5) days on the bulletin board. The notice will contain the nature of the job, the qualifications required, the initial shift assignment, total biweekly hours and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his/her desire by submitting an application in writing to the Administrator within five (5) days of the posting of the notice.

In filling the vacancy, the Company shall consider the following factors:

- a) seniority
- b) qualifications, skill and ability

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

13.02 Nothing herein shall prevent the Company from filling a vacancy, either during the posting period or after the notice has been posted for five (5) days, with a person other than one who made application under the foregoing provisions, provided the Company exercises its judgement on the foregoing factors in an equitable manner.

13.03 The original vacancy shall be posted and the first and second vacancies occurring as a result of the original vacancy shall also be posted. All other vacancies, which may occur as a result of having filled the original vacancy, shall be filled at the discretion of the company.

13.04 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees who are regularly scheduled to work twenty-four (24) hours or less in a week shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

Upon termination of a temporary 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 temporary 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, unless an opportunity arises which allows a part time employee to bid on a temporary full-time posting.

13.05 Where an employee who has been promoted in accordance with the foregoing is found to be unsuitable, she shall be returned to a position similar to her former position.

13.06 No outside applicants shall be considered for a job posting until all inside applicants have been fully processed.

13.07 New Classification

When a new classification (which is covered by the terms of this agreement) is established

by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate.

Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for the other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 14— VACATIONS WITH PAY

- 14.01 All employees who have acquired one (1) year's seniority with the Company shall receive two (2) weeks' vacation with pay and shall receive as vacation pay four percent (4%) of such employee's earnings with the Company during the first twelve (12) months of employment with the Company.
- 14.02 a) All employees who have acquired three (3) years seniority with the Company shall receive three (3) weeks' vacation with pay and shall receive as vacation pay six percent (6%) of such employee's earnings with the Company during the preceding twelve (12) months of employment.
- b) All employees who have acquired nine (9) years seniority with the Company shall receive four (4) weeks' vacation with pay and shall receive as vacation pay, eight percent (8%) of such employee's earnings with the Company during the preceding twelve (12) months of employment.
- c) All employees who have acquired fifteen (15) years' seniority with the Company shall receive five (5) weeks' vacation with pay and shall receive as vacation pay ten percent (10%) of such employee's earnings with the Company during the preceding twelve (12) months of employment with the Company.
- d) Employees with twenty-three (23) year's seniority with the Company shall receive six

(6) weeks' vacation with pay and shall receive as vacation pay twelve percent (12%) of such employee's earnings with the Company during the preceding twelve (12) months of employment with the Company.

- e) "Effective January 1, 2015, and to be implemented as follows, employees with twenty-eight (28) years or more of seniority with the Company shall receive seven (7) weeks' vacation with pay and shall receive as vacation pay fourteen percent (14%) of such employee's earnings with the Company during the preceding twelve (12) months of employment. Employees with twenty-eight (28) years or more seniority will commence accruing their higher vacation pay and vacation time entitlement as of January 1, 2015."
- f) All vacation pay will be paid out by separate cheque.
- g) For a part-time employee, 1800 hours paid equals one (1) year of seniority.

14.03 An employee who has ceased to be employed by the Company before receiving her vacation pursuant to the provisions of this Article shall be entitled to receive vacation pay on a pro-rated basis.

14.04 Prior to April 1st in each calendar year, each employee shall state in writing his/her first and second preferred vacation period(s). The Employer shall post the vacation schedule by May 15th according to available vacation times giving preference to requests in order of employee's seniority, subject to the operating requirements of the Home. If an employee fails to advise the Employer of his/her vacation preference by April 1st, or if as a result of seniority, is not scheduled for the period(s) she/he prefers, the Employer will schedule her/his vacation time. Once an employee's vacation has been scheduled, it shall not be changed except with the agreement of the employee and the Employer.

14.05 Employees' Vacation Self-Scheduling

- a) The Union executive is to select a committee with one (1) HCA representative from each shift, one (1) program staff and one (1) registered staff.
- b) Only one (1) person from this committee will act as coordinator with the D.O.N. and/or designate from the applicable department on all vacation matters.
- c) The D.O.N. and/or designate from the applicable department will be notified no later than January 15th of each year, by the Local's Union President, of their coordinator's name.
- d) A meeting will be arranged between the D.O.N. and/or designate from the applicable department and the Union's vacation coordinator no later than January 30th each year to review guidelines for scheduling.
- e) The vacation schedule is to be submitted by the Union's vacation coordinator to the D.O.N. and/or designate from the applicable department to be reviewed together no later than April 15th each year.
- f) The Union's vacation coordinator shall make necessary revisions and submit the final schedule for approval no later than May 1st each year.
- g) The approved schedule shall be posted by the D.O.N. and/or designate from the applicable department no later than May 15th each year.

- h) If agreement between the Union coordinator and D.O.N. and/or designate from the applicable department cannot be reached or if the Union fails to abide by the above processes the D.O.N. and/or designate from the applicable department shall schedule vacation time by seniority and have it posted no later than May 15th of that year.
- 14.06 Vacation time off shall be scheduled in minimum one (1) week blocks commencing on a Monday and ending on a Sunday. During the summer months (June, July, August), an employee's vacation shall not exceed four (4) consecutive weeks. Extensions may be granted on written request if time/space is available.
- 14.07 The vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 14.08 As soon as possible after June 30th of each year, the Employer will payout any vacation pay that had been earned but not paid out for that vacation year.

ARTICLE 15 – HOLIDAYS

- 15.01 a) The following days are defined as "holidays" for the purposes of this Agreement:
- | | |
|---------------------------|------------------|
| New Year's | Labour Day |
| Second Monday in February | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |
- b) One (1) float holiday per year to be taken at the request of the full-time employee provided the request is made before the schedule for the period is posted and provided the requested day does not unreasonably interfere with the operation of the Home.
- c) A part-time employee who works on any of the holidays listed in 15.01 a) shall receive time and one half (1½) her normal straight time pay for all hours worked on the holiday.
- 15.02 When a full-time employee works on a holiday she will be paid two and one half (2½) times her regular hourly rate for the number of hours she works on the holiday, unless she is given a day off with pay in lieu for the holiday within the thirty (30) days immediately preceding or the thirty (30) days immediately following the holiday.
- 15.03 In order to be entitled to payment for a holiday, a full-time employee must have worked her full working day immediately preceding and her full working day immediately following the holiday or the day celebrated in lieu thereof except where the employee's absence on either or both of the qualifying days is due to one of the following factors:
- On paid sick leave; or
 - Leave of absence of less than four (4) weeks pursuant to this Agreement; or
 - Layoff, if the employee has worked at least one (1) day during the week preceding or one (1) day during the week following the holiday.

- 15.04 When any of the above holidays falls on a full-time employee's scheduled day off or during her vacation, the employee shall receive another day off with pay at a time within the thirty (30) days immediately following the holiday as mutually agreed upon between the employee and the Company, or by mutual agreement a day's pay in lieu thereof.
- 15.05 A full-time employee must advise the Employer in writing at least three (3) weeks ahead of the posting of the work schedule in which the holiday falls, whether the employee elects to be given a lieu day off with pay or a day's pay in lieu thereof, provided that she qualifies in accordance with Article 15.03. Where a full-time elects a lieu day off with pay she must at the same time provide the Employer of the date(s) upon which she elects to take the lieu day in accordance with the timeframes for taking lieu days set out in this Article. Where the full-time employee fails to so advise the Employer of her option, she will be paid out a day's pay in lieu thereof.

ARTICLE 16 – SENIORITY

- 16.01 Seniority, as referred to in this agreement, for a full-time employee shall mean length of continuous service in the employ of this Company in the bargaining unit and shall be observed on a unit-wide-basis and shall be used as a factor in determining preference or priority for transfer, promotion, layoff and recall subject to the express provisions of the collective agreement. Seniority is also used to determine progression on the vacation grid as provided for in Article 14 of the Collective Agreement.

Seniority, as referred to in this agreement, for a part-time employee shall mean length of continuous service in the employ of this Company in the bargaining unit and shall be observed on a unit-wide basis in terms of hours of service. For a part-time employee, 1800 paid hours equals one year of seniority. Where in this agreement references to seniority are expressed in terms of years or hiring date, the references for part-time employees shall be applied on the basis that 1800 paid hours equal one (1) year.

- 16.02 A full-time employee will be considered on probation for the first three (3) months and will have no seniority rights during that period. After three (3) months service, the full-time employees seniority shall date back to the day on which her employment began.

A part-time employee will be considered on probation for the first four hundred and fifty (450) hours of work and will have no seniority rights during that period. After four hundred and fifty (450) hours of work, the part-time employee's seniority will be credited with four hundred and fifty (450) hours.

- 16.03 Seniority lists will be revised each six (6) months; a copy of the list will be posted in the Home and a copy given to the Union. If an employee does not challenge the position of her name on the seniority list within her first fifteen (15) working days from the date her name first appears on a seniority list, then she shall be deemed to have proper seniority standing.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

16.04 Layoff & Recall

- a) For the purpose of this article, layoff is defined as a total elimination of an employee's regularly scheduled hours of work or a reduction in an employee's regularly scheduled weekly hours of work by three and one-half (3½) hours or more. In the event of a proposed lay-off of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.
- b) In the event of a lay-off of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:

IF SERVICE IS GREATER THAN:	NOTICE GIVEN:
Nine (9) years	Nine (9) weeks
Ten (10) years	Ten (10) weeks
Eleven (11) years	Eleven (11) weeks
Twelve (12) years	Twelve (12) weeks

- c) In the event of a proposed layoff of a permanent or long term nature, the Home will meet with the Union through the Labour-Management committee to review the reasons and expected duration of the layoff, any possible alternatives to the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

d) Lay-off Procedure

In the event of lay-off, the employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- e) An employee who is subject to lay-off shall have the right to either:

- i) Accept the layoff; or
- ii) Displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly rate.

- iii) In the event that there are no employees with lesser seniority in lower or identical paying classifications, as defined in this article, a laid off employee may displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided she is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose i) or ii) above shall be given in writing to the Administrator within four (4) calendar days following the notification of lay-off. Employees failing to do so, will be deemed to have accepted the lay-off. The Employer will advise the employee of the day by which the employee must make her written election to choose i) or ii) above and will also provide the employee with a form for making the election.

Note: Where the notification of layoff is sent by registered mail, the notification will be deemed to have been received on the second day after the date of mailing.

f) Recall Rights

- 1) i) All permanent job vacancies and all temporary vacancies of six (6) months duration or more will be posted in accordance with Article 13, prior to the exercise of recall rights. An employee on recall may apply for these posted vacancies. The Employer will mail a copy of such job postings to an employee on recall to her last known address, provided the employee had notified the Employer in writing at the commencement of the layoff of her desire to be so notified.

Where there is not a successful applicant to a job posting for a permanent vacancy or a temporary vacancy of six (6) months or more duration, an employee shall have the opportunity of recall from layoff, in order of seniority, provided the employee has the ability and qualifications, as required by law, to perform the work. In determining the ability and qualifications of an employee to perform the work, the Employer shall not act in an arbitrary manner.

Notwithstanding the second sentence in Article 13.03, recall rights in order of seniority shall apply for the filling of any third vacancy occurring as a result of the posting of an original vacancy, provided that the employee on recall has the ability and qualifications, as required by law, to perform the work as provided for in the paragraph above.

- ii) Where an employee on recall is either the successful applicant to or is recalled to a temporary vacancy of six (6) months or more duration, the employee will still be deemed to be on layoff and on recall; however, the employee's recall rights will be extended by the length of the temporary position that she fills. It is understood and agreed that the employee will not be entitled to a layoff notice at the completion of the temporary vacancy.
- 2) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
 - 3) No new employee 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.
 - 4) It is the sole responsibility of the employee who has been laid off to notify the employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the employer

(which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working 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. The employee is solely responsible for her proper address being on record with the Employer.

- 5) Employees on recall shall be given the first opportunity, in order of seniority, to fill temporary vacancies which are reasonably expected to be of fifteen (15) days of work or more, but less than six (6) months duration, provided that the employee has advised the employer in writing at the time of commencement of layoff that the employee wishes to be considered for such temporary vacancies. If the employee accepts an opportunity to fill such temporary vacancy, the employee will still be deemed to be on layoff and recall and the employee's recall rights and the duration of the recall rights will not be affected or lengthened. Where an employee on layoff accepts the opportunity to fill such temporary vacancy, the employee is not entitled to further layoff notice at the conclusion of the temporary vacancy.
- 6) An employee who is on recall shall continue to accumulate seniority for twelve (12) months. The employee's seniority shall then be frozen for an additional six (6) months. An employee's recall rights expire and the employee is terminated once the employee has been on recall for twenty-four (24) months, subject only to 16.04 f) 1) ii).

16.05 Seniority shall accumulate in the following circumstances only:

- a) When off the payroll due to pregnancy and/or parental leave;
- b) When off the payroll due to personal leave of absence;
- c) When absent on vacation or on holidays;
- d) When actually at work for the Company;
- e) When absent due to illness or injury or WSIB for a period of thirty (30) months, except for the purposes of vacation progression under Article 14 and wage progression under Schedule "A". Seniority for the purposes of vacation progression under Article 14 and wage grid progression under Schedule "A" shall accumulate for a period of twelve (12) months;
- f) When off the payroll and on recall for twelve months in accordance with 16.04 f) 6) and subject to 16.04 (1) ii).

16.06 Seniority shall terminate and an employee shall cease to be employed by the Company when she:

- a) Voluntarily quits her employment with the Company;
- b) Is discharged and is not reinstated through the grievance procedure or arbitration;
- c) Is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work;
- d) Fails to report to work within five (5) working days after being notified by the Company following a layoff, provided that within two (2) working days, she signified her intention to return to work;

- e) Fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Company is given, unless an extension has been agreed by the Company and the employee prior to the termination, or the failure to return is due to circumstances beyond the control of the employee;
- f) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Company, in writing;
- g) Is absent from work for more than thirty (30) months by reason of illness, injury or WSIB; or
- h) Is absent on recall for twenty-four (24) months as per Article 16.04 f) 6) and subject to 16.04 1) ii).

The parties agree that in applying this Article, they will abide by the Ontario Human Rights Code.

- 16.07 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and is later placed in a position within the scope of this Agreement, she shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.
- 16.08 It shall be the duty of each employee to notify the Company promptly of any change in address. If an employee fails to do this, the Company will not be responsible for failure of a notice to reach that employee.
- 16.09 Any employee's reinstatement after sick leave will be conditional on her supplying, when requested at the time of reporting the illness, a certificate from a physician that she is fully recovered from the sickness which caused her absence.

ARTICLE 17 – BEREAVEMENT LEAVE

- 17.01 Upon the death of an employee's spouse, child, stepchild, mother or father, an employee shall be granted leave up to a maximum of five (5) consecutive days without loss of pay, excluding employee's days off.

Upon the death of an employee's step parents, 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) consecutive days without loss of pay, excluding employee's days off.

An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

Where the burial occurs outside the province, up to seven (7) additional days without pay shall be granted for travel purposes as needed.

The term "common-law spouse" shall have the same meaning given it under the Family Law Reform Act as in effect from time to time.

ARTICLE 18 – JURY DUTY

- 18.01 An employee required to serve on a legally constituted jury during a period when she would otherwise be scheduled to work for the Company shall be paid the wages she would have received during this period computed on the basis of her regular number of straight time hours and the then current rate of pay. Such employee will notify the Company of the requirement to attend the jury and shall furnish adequate proof of the amount of jury pay received, which shall be deducted from her next paycheque except for such monies paid to meet travelling and meal expenses. The Company will not require the employee to work any other than her regularly scheduled hours while on jury duty but may require an employee excused from jury duty to complete the balance of her scheduled shift where there are four (4) hours or more remaining on that shift.
- 18.02 Employees shall be allowed one (1) days leave of absence without pay and without loss of seniority and benefits for the purpose of attending a formal hearing to become a Canadian Citizen.

ARTICLE 19 – LEAVE OF ABSENCE

- 19.01 The Company may grant a leave of absence if an employee requests it on adequate notice, in writing, from the management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Home. Such leave will not be denied on an arbitrary or discriminatory basis. Applicants when applying must indicate the date of commencement of leave and the scheduled date of return.

ARTICLE 20 – BULLETIN BOARDS

- 20.01 The company agrees to provide the union with a Bulletin Board for the posting of union notices and other union business and affairs.

ARTICLE 21 – PREGNANCY LEAVE AND PARENTAL LEAVE

21.01 Pregnancy 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 two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer, if requested, with a certificate of a legally

qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

An employee may begin her pregnancy leave no later than the earlier of:

- a) Her due date; or
 - b) The day on which she gives birth.
- ii) The employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.

The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so.

Additional leave of absence may be taken under Article 21.02, Parental Leave.

- b) Effective for pregnancy leaves which commence after August 18th, 2003 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 unemployment 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 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 Article 21.01 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 21.01 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) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- e) 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. Subject to the provisions of the Employment Standards Act, if an 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 position or to a comparable position if the employee's former position no longer exists.

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

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.

- f) Such absence is not an illness under the interpretation of this agreement, and sick leave credits 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 Article 21.02 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) An Employee's pregnancy leave ends;
 - a) If she is entitled to parental leave, seventeen (17) weeks after the pregnancy leave began;
 - b) If she is not entitled to parental leave, on the day that is later of;
 - i) Seventeen (17) weeks after the pregnancy leave began, and
 - ii) Six (6) weeks after the birth, still-birth or miscarriage.

21.02 Parental Leave

- a) An employee who becomes a parent, and who has been employed by the Employer 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.
- b) 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.
- c) 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.

- d) An employee not on pregnancy leave requesting parental leave shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- e) An employee may end her parental leave as set out in paragraph c) above, or on an earlier date if the employee gives the Employer at least four (4) weeks written notice of the earlier day.

For the purposes of parental leave under article 21.02 the provisions under article 21.01 a), e), f), g), h) and i) shall also apply.

ARTICLE 22 – EDUCATION LEAVE

- 22.01 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 course.

ARTICLE 23 – NOTICES

- 23.01 All notices between the parties required by this Agreement shall, except where otherwise specifically provided, pass to and from the Administrator of the Nursing Home and the Secretary of the Union.

ARTICLE 24 – INTERPRETATION

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

ARTICLE 25 – CHANGES

- 25.01 This Agreement may be changed by mutual agreement of the parties at any time during the existence of this Agreement.

ARTICLE 26 – ACCOMMODATION

- 26.01 Accommodation shall continue to be provided for employees to have their meals and keep and change their clothes.

ARTICLE 27 – COPIES OF THE AGREEMENT

- 27.01 The Union and the Company desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Company shall arrange for the printing of sufficient copies of this Agreement with the cost of such printing to be borne equally by the Company and the Union.

ARTICLE 28 – SICK LEAVE

- 28.01 Paid sick leave is for the purpose of protecting the full-time employee against loss of income while she is legitimately ill and will be granted on the following basis:
- a) Paid sick leave will be allowed to all full-time employees who have completed their probationary period on the basis of one-and-one-half (1½) days per month.
 - b) It is cumulative to the extent that a full-time employee may carry forward the unused portion of sick leave to a maximum accumulation of one hundred and fifty (150) days;
 - c) Full-time employees will be credited four and one half (4½) days of sick leave upon the completion of their probationary period;
 - d) A full-time employee shall be entitled to sick leave pay, providing that the full-time employee has sick leave credits, for those days the full-time employee was scheduled to work, but did not work because the full-time employee was ill, provided that upon return to work after illness a full-time employee may be required to produce a certificate from a doctor for any illness in excess of two (2) working days, certifying that such full-time employee is unable to carry out his/her duties due to illness. The Employer shall have the right to require a full-time employee to produce a doctor's certificate for a period of less than two (2) days' absence due to illness if a full-time employee's record indicates a pattern of intermittent absenteeism. In addition, a full-time employee shall notify the designated Company person of her illness at least two (2) hours prior to the commencement of her morning shift and at least three (3) hours prior to the commencement of her evening or night shift unless in the Employer's opinion an acceptable reason is given for not being able to do so.
 - e) Upon termination, full-time employees who were employed on or before December 17, 2010 shall be paid for fifty percent (50%) of his/her accumulated unused sick credits unless he/she is terminated for cause, in which case, she shall not be paid for accumulated unused sick leave credits. Full-time employees employed after December 17, 2010 are not entitled to this cash out benefit provision.
 - f) Full-time employees absent on a short-term illness of two (2) days or less duration shall be paid for the first four (4) such illnesses in any calendar year. However, for the fifth and succeeding illnesses of two (2) days or less duration in any calendar year, full-time employees shall not be paid for the first two (2) days unless they have unused sick leave credits of at least one-third (1/3) the maximum accumulation allowed under Article 28.01 b). If on the fifth or succeeding illness full-time employees are off for two (2) days or more, then payment for sick leave shall commence on the third day and shall continue as long as credits are available.

28.02 Vacation Interrupted by Illness

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 satisfactory documentation of the illness and the 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.

Where an employee's scheduled vacation is prevented due to a serious illness requiring the employee to be an in-patient in a hospital which commenced before the vacation started, the period of such hospitalization shall be considered sick leave provided the employee provides 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.

- 28.03 Effective July 4, 2016, if the Employer requires an employee to provide a medical certificate as proof of illness and the medical physician charges the employee for the certificate outside of OHIP, the Employer will reimburse the employee to a maximum reimbursement of twenty-five dollars (\$25.00) per certificate upon proof of payment by the employee.

ARTICLE 29 – EMPLOYEE BENEFIT PLANS

29.01 Group Life

The Company shall contribute one hundred percent (100%) of the premium for a Group Life Insurance Policy, with a death benefit of twenty-five thousand dollars (\$25,000.00) for full-time employees. Effective January 1, 2015, increase the death benefit to one-times (1x) the employee's annual salary. All conditions, qualifications and benefits shall be determined by the contract between the company and the insurer.

- 29.02 The Company shall contribute one hundred percent (100%) of the billed single/family premium of the Blue Cross Extended Health Care Plan (\$10.00/\$20.00 deductible) for full-time employees who participate in the Plan. If a full-time employee is otherwise covered, the Employer shall not be obligated to pay. Effective, the first full calendar month following July 4, 2016 (the date of Ratification), the Eye Care Rider will be increased to two hundred dollars (\$200.00) usable every twenty-four (24) months.

Effective July 1, 2006, semi-private hospitalization coverage will be eliminated.

The Plan will include a Drug Card providing for positive enrolment with a Dispensing Fee Cap for the Drug Plan of \$7.50/script. The current deductible of \$10/\$20 would be retained. The Drug Plan would be amended to provide for generic substitution unless specifically provided otherwise by the medical physician in writing.

29.03 Dental Plan

The Company shall contribute fifty percent (50%) of the billed single/family premium of the Blue Cross #9 Dental Plan at a one (1) year lag in the current O.D.A. fee schedule for full-time employees who participate in the Plan. If a full-time employee is otherwise covered, the employer shall not be obliged to pay. There shall be a two thousand dollar (\$2,000.00) annual cap per full-time employee and per approved dependent. Effective the first full calendar month following July 4, 2016 (the date of Ratification) the annual cap shall be two thousand two hundred and fifty dollars (\$2,250.00) annual cap per full-time employee and per approved dependent

Dental Plan to provide for nine (9) month routine recall coverage for adults only and restrict fluoride coverage to persons under the age of eighteen (18).

29.04 Pension Plan

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

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- i) The straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked; and
- iii) Vacation pay.

All other payments, premiums allowances etc. are excluded.

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

- b) Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four per cent (4%) of the applicable wages to the Plan. The Employer shall match such contributions, the amount being four per cent (4%) of applicable wages.
- c) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) 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 towards the cost of benefits provided by the Plan, or be responsible for providing any such benefit.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefit Act, R.S.O. 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided 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 Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third

party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

Any additional information requests 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 29.04 e) of the agreement are:

i) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of First Remittance

Seniority List (for the purposes of calculations of past service credit)

ii) To be Provided with each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

iii) To be Provided Once, and if Status Changes

Address as provided to the Home

Termination date when applicable

iv) To be Provided Once if they are Readily Available

Gender

Marital Status

- f) The Union undertakes to consult with the Employer prior to affecting any change to the administration of the Plan which may impact the Employer either financially or administratively.
- g) The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
- h) The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

29.05 It is understood that the Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are in total not decreased. The Employer will advise the union of any change of carrier thirty (30) calendar days prior to implementing any change of carrier. 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.

- 29.06 Upon request by the Union, the Employer will provide the Union with the current benefit booklets for those benefits provided under this Article.

ARTICLE 30— NOTICE OF INTENTION TO RETURN FROM EXTENDED ABSENCE

- 30.01 When an employee has been absent for more than two (2) weeks for any reason, she shall give the designated Company person at least three (3) days' notice of her intention to return to work.

ARTICLE 31 – CLOTHING ALLOWANCE

- 31.01 All employees shall be paid a uniform allowance of six cents (.06¢) per hour worked. Effective January 1, 2015 the uniform allowance will be increased to seven cents (.07¢) per hour worked.

ARTICLE 32 – TEMPORARY TRANSFER

- 32.01 An employee, who for the convenience of the Company, is temporarily transferred for a period of one (1) working day or more to another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so employed, as follows:
- a) If the rate of pay of the job to which she is transferred is less than the employee's regular pay, she shall receive her own higher rate of pay;
 - b) If the rate of pay for the job to which she is transferred is higher than the employee's regular pay, she shall receive the higher rate of pay for the job to which she is temporarily transferred. An employee who, for the convenience and benefit of the employee, is temporarily transferred to another job because of a layoff in the Home subject to the layoff procedure, breakdown of equipment or other like cause, shall be paid the applicable job rate while so employed.

ARTICLE 33 – NO CONTRACTING OUT/WORK OF THE BARGAINING UNIT

- 33.01 The Employer agrees that it will not contract out any work of the bargaining unit if such contracting out results in either layoffs or a reduction in regularly scheduled hours of work of any regular employee in the bargaining unit.
- 33.02 Employees excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit except for the purpose of instruction, experimentation, or in emergencies when regular bargaining-unit employees are not available at straight time wages.

This provision is not intended to reduce bargaining work currently performed by supervisors, if any but the level or amount of such work as at January 2000 shall not expand. Nor is this provision intended to change current practice as it relates to using agency staff where bargaining-unit employees are not available, it being understood that current practice will be modified by the specific letter of understanding relating to contracting out.

It is understood and agreed that there is substantial crossover of duties between RPNs and RNs and that this clause does not apply to the distribution of work between these classifications.

This clause is not intended to prohibit family members from assisting their relatives who are residents of the Home. Nor is the clause intended to prohibit volunteers from performing tasks for residents that members of the bargaining unit do not normally perform.

ARTICLE 34 – DURATION

34.01 This Agreement shall remain in force until December 31, 2016 and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with a notice of termination of or proposed revision of this Agreement.


ARTICLE 35 – PRINTING OF COLLECTIVE AGREEMENT

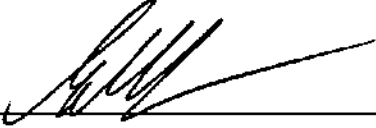
35.01 The parties will rotate the responsibility from negotiation round to negotiation round of preparing the draft renewal collective agreement. The party preparing the draft will make every reasonable effort to prepare a draft of the renewal collective agreement document for the review of the other party within forty-five (45) calendar days of the ratification of a Memorandum of Settlement or the issuance of a final interest arbitration award, as may be applicable. The parties will endeavor to have the collective agreement fully proofed and signed within ninety (90) calendar days of the ratification or issuance of a final interest arbitration award, as may be applicable.

IN WITNESS WHEREOF EACH OF THE PARTIES HERETO HAS CAUSED THIS AGREEMENT TO
BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVES.

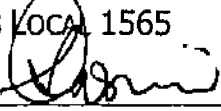
DATED at Toronto this 7 **day of** NOV, **2017**

VERMONT SQUARE NURSING HOME
- SUPPORT UNIT





CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1565



Irina Djavador

Marcia Williams

Hortense Clark

SCHEDULE "A" - SUPPORT UNIT

Classification	Step	Jan. 1, 2013 (.70%)	Jan. 1, 2014 (.70%)	Jan. 1, 2015 (.70%)	Jan. 1, 2016 (.70%)
HCA	Start	\$19.27	\$19.40	\$19.54	\$19.67
	1 Year	\$19.60	\$19.74	\$19.88	\$20.01
	2 Years	\$19.88	\$20.02	\$20.16	\$20.30
	3 Years	\$20.37	\$20.51	\$20.66	\$20.80
Programs (Activity)**	Start	\$19.27	\$19.40	\$19.54	\$19.67
	1 Year	\$19.60	\$19.74	\$19.88	\$20.01
	2 Years	\$19.88	\$20.02	\$20.16	\$20.30
	3 Years	\$20.37	\$20.51	\$20.66	\$20.80
RPN	Start	\$23.72	\$23.88	\$24.05	\$24.22
	1 Year	\$23.95	\$24.12	\$24.28	\$24.45
	2 Years	\$24.13	\$24.29	\$24.46	\$24.64
	3 Years	\$24.75	\$24.92	\$25.10	\$25.27

Includes Pay Equity adjustments as set out in the attached Pay Equity.

Activity Aides:

The wage rate of those Activity Aides who currently earn a wage rate above the Programs (Activity Aides)** grid will continue to be green-circled.

Progression:

Progression for full-time employees on the pay grid shall occur annually on the employee's anniversary date. For a part-time employee, 1800 hours paid equals one year for the purposes of progression on the wage grid.

Retroactivity:

Wages are retroactive on January 1, 2013, 2014, 2015 and 2016 wage increases. Retroactivity of these wage increases will be based on hours paid. Retroactivity owing will be provided to employees no later than (3) three full pay periods following the date of the award.

The Union agrees that it will not support any pay equity claim with respect to the existing pay equity plan between CUPE and the Employer or any amendments thereto. If an individual or group of individuals seeks legal or administrative review of the pay equity plan or amendments hereto, it is agreed that the collective agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity.

Wage rates outlined in the wage schedule of the Collective Agreement will include the pay equity adjustments as per Appendix "A".

Recognition of Previous Experience – RPNs only:

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals (1) year of service. It shall be the responsibility of the newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if the employee fails to do so he/she shall not be entitled to recognition.

Note: All RPNs who are employed as of the date of the Devlin Award (December 17, 2010) will be provided with the opportunity to provide reasonable proof of such recent related experience and if established will be credited on the wage grid in accordance with the above. Current RPNs are encouraged to provide proof within thirty (30) days of the date of the award. The adjusted rate will be effective as of the later date of i) thirty (30) days following the date of the award or ii) the date that the employee provides proof of the recent related experience.

SCHEDULE "B" - SUPPORT UNIT

PART-TIME EMPLOYEE BENEFITS

A part-time employee shall receive in lieu of the benefits found in Article 29.01 (Group Life), 29.02 (Extended Health), 29.03 (Dental Plan), 12.12 (Shift Premium), 15.01 (Stat Holidays), 15.01 b), 15.02, 15.03, 15.04 (Holidays) and 28.01, 28.02 , 28.03 (Sick Leave) an amount equal to eleven percent (11%) of his/her regular straight time hourly rate for all straight time hours paid.


LETTER OF UNDERSTANDING

CONTRACTING OUT


For the nursing department, the Home will actively recruit so that ultimately it will not require agency staff for scheduled hours.

DATED at Toronto this 7 day of Nov, 2017

VERMONT SQUARE NURSING HOME
- SUPPORT UNIT



CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1565



Eriua Djavadov

Maria Williams

Warkensc Clark

LETTER OF UNDERSTANDING

PAY EQUITY AGREEMENT

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 three percent (3%) payment in 1995 which exceeded the Employer's minimum obligation by two percent (2%) carries forward and captures the obligations up to and including December 31st, 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 in the prior Collective Agreement were:

Effective January 1, 2002, seven cents (.07¢) per hour

Effective January 1, 2003, eight cents (.08¢) per hour

Effective January 1, 2004, eight cents (.08¢) per hour

Effective September 1, 2004, ten cents (.10¢) 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, 2005, ten cents (.10¢) per hour

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

Effective July 1, 2006, five cents (.05¢) per hour

Effective January 1, 2007, five cents (.05¢) per hour

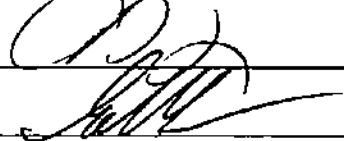
Any new classifications that may be created in the bargaining unit shall be deemed to achieve Pay Equity through the application of the "new classifications" clauses of the Collective Agreements. If an agreement does not now contain such a provision, the attached provision shall be utilized for Pay Equity purposes.

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.

RENEWED at Toronto this 7 day of NOV, 2017

VERMONT SQUARE NURSING HOME-
REGISTERED NURSING UNIT



THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1565



Irina Djavadov
Marie Williams
Hortense Clark

LETTER OF UNDERSTANDING

COMMUNICABLE DISEASES

Upon recommendation of the Medical Officer of Health, every employee shall receive an annual influenza vaccine. The only exception would be if an employee refuses to be vaccinated on religious or medical grounds, s/he will be exempted from vaccination so long as s/he provides satisfactory documentation from his/her physician or clergy, as applicable.

The purpose is to ensure that the residents and staff are protected from possible exposure and cross-contamination during an influenza outbreak.

The Procedure to be followed is set out below:

Annual Influenza Vaccine

Employees will be given every reasonable opportunity to be informed of the risks, benefits, and side effects of the influenza vaccine (the "vaccine"). This includes:

1. An education program at the beginning of the "flu season" promoting awareness of influenza and the importance of vaccination.
2. Posting of a notice in accessible locations of the facility, e.g. conference room and or staff lounge, at least a month in advance of the vaccination clinic dates. The notice will include the clinic dates, hours and location.
3. Obtaining employees' individual written consent; and
4. Sending reminders to those employees that have not yet received the immunization prior to the last day of the immunization clinic.

Respiratory Outbreak

1. A suspected Influenza "A" outbreak ("outbreak") will be confirmed through testing conducted by the Public Health laboratory. The outbreak shall be declared over by the Medical Officer of Health.
2. Employees who have received a vaccine at least two weeks before an outbreak are expected to work through the outbreak, as long as they remain asymptomatic of influenza.
3. a) Employees who have signed a consent but who have not received a vaccine at least two weeks before an outbreak will receive a vaccine as soon as possible. If the outbreak is due to a strain of Influenza A, these employees will also receive anti-viral prescription medicine to prevent Influenza A (such as Amantadine or Tamiflu) for two weeks OR until the outbreak has been declared over, whichever occurs first. These employees are expected to work through the outbreak as long as they remain asymptomatic of influenza.
b) During an outbreak, non-vaccinated employees who have provided satisfactory evidence of a medical or religious reason that prevents them from being vaccinated, will receive an anti-viral prescription medicine to prevent Influenza A (such as Amantadine or Tamiflu) for two (2) weeks.

Note: During an outbreak, employees who receive this anti-viral prescription medication are advised to stay off work for four (4) hours following the first dose, until preventative serum levels will have been achieved.

4. During an outbreak, non-vaccinated employees who have refused such anti-viral prescription medication shall remain off work without pay until the outbreak has been declared over. If the employee refuses the anti-viral prescription medication for documented medical reasons, s/he may draw from his/her sick credits, if any.
5. During an outbreak, all non-vaccinated employees shall not work in areas or provide direct care to residents affected by the outbreak.
6. If an employee does not have a documented medical or religious reason for refusing the flu shot (or the anti-viral prescription medicine) and if there is a flu outbreak, the employee will still be required to absent himself or herself from the facility for the duration of the outbreak. However, the employee will be entitled to draw from his/her available earned vacation time.


If an employee does not have vacation time left or does not wish to use it, then and only then will s/he be required to take an unpaid leave of absence for the duration of (or balance of) the outbreak.

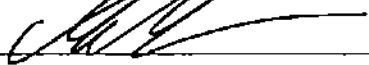
Staff working at Multiple Facilities

1. An employee who works at another health care facility where an outbreak has been declared must telephone the Administrator prior to reporting for his/her next shift at Vermont Square.
2. Vaccinated employees who work at more than one health care facility in a day must shower and change clothes before beginning work if either facility has an outbreak of influenza.

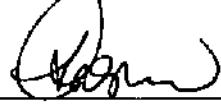
RENEWED at Toronto this 7 **day of** Nov, **2017**

VERMONT SQUARE NURSING HOME
– SUPPORT UNIT





CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1565



Irina Djavadov

Marcia Williams

Hortense Clark


LETTER OF UNDERSTANDING


EXTENDED TOURS

The Interest Board of Arbitration, chaired by Arbitrator Jane Devlin, in its Award of December 17, 2010, directed the parties to meet and engage in meaningful discussions with regard to the Letter of Understanding Re-Extended Tours proposed by the Employer and the Board will remain seized to deal with the issue.


DATED at Toronto this 7 day of Nov, 2017

VERMONT SQUARE NURSING HOME
- SUPPORT UNIT





CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1565



Irina Djavodov

Mareia Williams

Hortense Clark

LETTER OF UNDERSTANDING

RE: WORK SCHEDULE

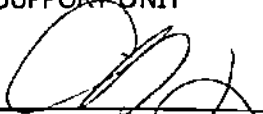
The parties have agreed that the issue of the length of posted work schedule (i.e. a 4-week schedule or a 6-week schedule) and all related issues arising from the length of the posted schedule will be discussed at Labour Management meeting(s) during the term of the collective agreement.


The parties agree that during the term of the collective agreement, the practices of the Employer in posting a six (6) week schedule will continue unless otherwise mutually agreed. Both parties reserve their rights to bring this issue to the next round of collective agreement negotiations in the event that the parties are unable to achieve a resolution of the issue in Labour Management.

In accordance with the above understandings, the Union agrees to withdraw on a without prejudice and precedent basis the Union Grievance #15-06-2016-01 that was dated June 15 2016, with the Union reserving its right to table a grievance on the same matter at the outset of the next round of negotiations if the parties have not resolved this matter in Labour Management Committee.

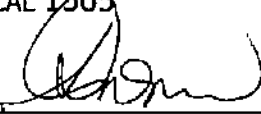
DATED at Toronto this 7 day of Nov, 2017

VERMONT SQUARE NURSING HOME
– SUPPORT UNIT





CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1565



Erina Djavadov

Mateia Ljiljic

Hortense Clarke
