

**COLLECTIVE AGREEMENT**

**between**

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

**and**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL UNION 4788**  
*(hereinafter called the "Union")*

**January 1, 2024 - December 31, 2025**

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## **PREAMBLE**

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows.

## **ARTICLE 1 – RECOGNITION**

### **1.01 Bargaining Unit**

WHEREAS on the 15<sup>th</sup> day of May, 1973, the Ontario Labour Relations Board did certify the Canadian Union of Public Employees as the bargaining agent of all employees of the Employer at Oshawa, save and except administrator and supervisor, registered nurses, technical personnel, graduate dieticians, office staff and students employed during the school vacation period and activities director.

### **1.02 Work of the Bargaining Unit**

- (a) Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the event of emergency or for the purpose of instruction.
- (b) This clause is not intended to prohibit family members from assisting their relatives who are residents of the Home. Nor is this clause intended to prohibit volunteers from performing tasks for residents that members of the bargaining unit do not normally perform.
- (c) The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the layoff or reduces the regular number of hours of work of any employee in the bargaining unit.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Exclusive Right**

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

- (a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;(b) to hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (b) to generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- (c) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

**2.02 Consistent With Agreement**

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

**ARTICLE 3 – UNION DUES AND SECURITY**

**3.01 Union Security**

All Employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Employer in any consecutive six (6) month period.

**3.02 Deductions**

The Employer shall deduct from every employee who is a member of the Union any monthly dues, initiation fees, or assessments levied, in accordance with the Union constitution and by-laws.

### **3.03 Forward Deductions**

- (a) Deductions shall be made each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a list of names of employees, classifications, current addresses, phone numbers, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom the deductions have been made. This list will also include the names of newly hired and terminated employees. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.
- (b) The Employer will also provide the Local Union with a list of employees who are paid for less than seventy-nine (79) hours during a four-week pay period. This list will be provided to the Secretary of the Local within four weeks following the end of each designated four-week period.

### **3.04 New Employees**

- (a) The Employer agrees to acquaint new employees with the fact that a Union and a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. The Employer will provide the employee with a copy of the current Collective Agreement.
- (b) The Employer agrees that a local Union official will be given the opportunity to interview each newly hired employee for the purpose of advising such employee of his rights and obligations under the terms of this Agreement.

Such interview may take place on the Employer's premises at a time and location mutually agreeable to the Employer and the Union and shall not exceed ten (10) minutes.

- (c) The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, contract), start date and work location of all Employees hired into the bargaining unit after 72 hours of employment start.

### **3.05 T4**

The Employer agrees that when their payroll system allows, they will indicate the amount of union dues deducted on each employee's T-4 slip.

## **ARTICLE 4 – CORRESPONDENCE**

### **4.01 Between the Parties**

All correspondence between the parties, arising out of this Agreement of incidental thereto shall pass to and from the Administrator and the Secretary of the Union and the President and the CUPE National Representative or their designate representatives.

### **4.02 Access to Work Site**

#### **(a) Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union with prior notice.

#### **(b) Work Site Access**

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

#### **(c) The Local will have the right to a space to meet members as needed during the need for representation.**

## **ARTICLE 5 – LABOUR MANAGEMENT RELATIONS**

### **5.01 Representation**

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

**5.02 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises upon consent of the Employer in order to assist in the settlement of a grievance, after it has reached Step 2 of the Grievance Procedure.

**5.03 Negotiating Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of not more than five (5) employees and will recognize and deal with the said committee. Three (3) members of this committee shall be reimbursed by the Employer for time spent during regular working hours during a shift for which he was scheduled to work to the extent of his regular pay for such time.

**5.04 Notify Employer**

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

**5.05 Limit on Shift**

Only one (1) steward shall be available for the Union duty on each shift.

**5.06 Permission to Leave Work**

The Union acknowledges that the stewards must continue their regular work duties on behalf of the Employer and that such persons will not leave their duties without first obtaining permission from their supervisor, and on the completion of such duties will report back to their immediate supervisor. In accordance with this understanding such employees will be compensated by the Employer to the extent of their regular pay for such time in dealing with matters arising out of this agreement provided the matter cannot be dealt with outside regular hours. Compensation will not be allowed for time spent outside of the employees' regular working hours, and the Employer reserves the right to withhold payment if the steward does not conform to the accepted practice in dealing with matters arising out of this agreement, or if unreasonable or abnormal time is consumed in dealing with such matters.

**5.07 Labour-Management Relations Committee**

- (a) By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. This committee will consist of up to three (3) representatives of the Employer and up to three (3) representatives of the Union by mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

(b) **Workload Complaint**

- (i) Either the Union or the Home may submit a complaint in writing relating to workload, on the form appended to this Collective Agreement to the Labour Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
- (ii) The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour Management Committee.
- (iii) The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour Management Committee.
- (iv) The Home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Labour Management Committee where the complaint was discussed.
- (v) Both the written complaint and the written response shall be attached to and form part of the minutes of the Labour Management Committee where the complaint was discussed.

**5.08 No Strikes – No Lockouts**

The Employer will not cause or direct any lockout of its employees and the Union and employees will not cause, direct, encourage or participate in any strike so long as this Agreement shall remain in effect.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

### **6.01 Definition of Grievance**

A Grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) of the Bargaining Unit, or the Union relative to the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated.

### **6.02 Grievance Procedure**

#### **Settling of Grievance**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### **Complaint Step**

The aggrieved Employee shall discuss their complaint with their immediate Supervisor within five (5) working days after the occurrence of the circumstance giving rise to the complaint.

#### **Step 1**

The employee having a grievance shall, with the Steward submit the grievance in writing including the detailed nature of the circumstances giving rise to the occurrence within thirty (30) calendar days to the immediate supervisor, who shall reply to the grievance within three (3) working days.

#### **Step 2**

If further action is then to be taken, then within twenty (20) working days after the decision is given in Step Number 1, the Employee, who may request the assistance of their Steward (or Chief Steward), shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the Employee. It is understood that at such a meeting the Administrator or their designated representative may have such counsel and assistance as they may desire, and that the Employee may have a Steward and National Representative present. The decision of the Administrator or their designated representative shall be given in writing within ten (10) working days following the meeting.

**6.03 Time Limits**

In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and defined holidays.

**6.04 Employer's Last Response**

Any grievance not appealed to the next step of the procedure within the time limits shall be deemed settled on the basis of the last answer given by the Employer. Failure of the Employer to answer any grievance within the time limits established shall be considered the same as delivery of a decision denying the grievance and if the grievance is to be pursued, the Union shall proceed in accordance with the time limits to next step of the Grievance Procedure.

**6.05 Employer Grievance**

The Employer may bring a grievance by submitting the grievance in writing to the National Union Representative within ten (10) working days of the occurrence leading to the grievance. The Union's answer shall be given in writing to the Employer within five (5) working days following receipt of the grievance. If the grievance is not settled by this procedure, the grievance may be referred to arbitration by the Employer.

**6.06 Group Grievance**

Where a dispute involving a question of general application or interpretation occurs affecting a group of employees of the Union, Step No. 1 of this article may be by-passed.

**6.07 Replies in Writing**

All Employer's responses to grievances stating reasons shall be in writing at all stages.

**6.08 Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility (access to a computer for remote meeting if required). The Employer shall also supply the necessary facilities for the grievance meetings.

## **ARTICLE 7 – ARBITRATION**

### **7.01 Arbitration Nominee**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing (hard copy or electronically) to the other party to the Agreement, indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

### **7.02 Minister Appoints**

If the two appointees fail to agree upon a Chairman within fifteen (15) days of appointment, the appointment shall be made by the Provincial Minister of Labour, upon the request of either party.

### **7.03 Arbitration Decision**

The decision of the Arbitration Board shall be final and binding on the parties and any employees involved in the grievance. If the finding of the Arbitration Board is not unanimous, then the finding of the majority of the members of the Arbitration Board shall be final and binding on the parties.

### **7.04 Fees and Expense**

Each party shall be responsible for the expenses of its nominee to the Arbitration Board and the expenses of the Chairman shall be shared equally between the parties.

### **7.05 Cannot Act**

No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance.

### **7.06 Arbitration Board Authority**

The Arbitration Board shall not have authority to amend, or alter, or add to or modify the terms of this Collective Agreement. The Board of Arbitration shall have the powers contained in the *Ontario Labour Relations Act* in conducting its proceedings.

**7.07 Sole Arbitrator**

Subject to the mutual written consent of both the Employer and the Union and the above arbitration provisions may be amended to provide for a sole arbitrator.

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

**8.01 Access to Personnel File**

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

**8.02 Letters of Reprimand**

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration.

**8.03 Suspension**

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration.

**8.04 Right to Have a Steward Present**

When the Employer knows that an employee may be subject to disciplinary action which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of a Union Steward, and any meeting will be mutually arranged.

## **ARTICLE 9 – SENIORITY**

### **9.01 Defined**

Seniority for full-time employees shall mean length of service in the bargaining unit from the last day of hiring.

#### **Effect of absence**

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

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

- (e) For the purposes of this provision, it is understood and agreed that absence on Weekly-Indemnity shall be considered a leave with pay.

**9.02 Seniority List**

The Employer shall maintain a seniority list for employees in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year.

**9.03 Probationary Employees**

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

**9.04 Loss of Seniority**

An employee shall lose their seniority and shall be deemed terminated in the event they:

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

- (f) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- (g) is laid off for a period of more than twenty-four (24) months;
- (h) is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

**9.05 Transfers and Seniority Outside of the Bargaining Unit**

- (a) No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit their bargaining unit seniority.
- (b) In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) months they shall accumulate seniority during the period time outside the bargaining unit.
- (c) In the event the employee's former position is eliminated, or the hours are reduced, during the period of their absence the employee shall be given Notice of Layoff in accordance with the Layoff articles of this agreement at the time the position is eliminated. The employee will make their election in accordance with the collective agreement. When the employee returns to the bargaining unit they shall then return to the position they received in accordance with the layoff procedures.

**9.06 Nursing Home Transfers**

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

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

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

### **10.01**

#### **(a) Job Postings**

When a vacancy occurs by reason of termination or a new position is created within the bargaining unit, the Employer shall post notices of the position on the Employer's main bulletin boards for a minimum of one (1) calendar week.

#### **(b) Temporary Job Posting**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months.

The temporary position shall not exceed six (6) months, with the exception of a maternity or paternity position wherein it will not exceed eighteen (18) months.

Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

- (c) So long as a full-time position exists there will be no splitting of that position into two (2) or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

**10.02 Information to be Included in Posting**

Such notice shall stipulate position open, qualifications required, department, shift(s)/hours of work and floor(s) and date of commencement, it being recognized by the parties that such information is for informational purposes only and that such conditions may be subject to change.

**10.03 All Applications Considered**

All applications received will be considered within eight (8) days of the first day of posting of the notice. The Employer shall consider the qualifications, related experience, skill and ability of the applicants. If the applicants are not qualified, the Employer may fill the vacancy from outside the Bargaining Unit. If the above factors as between the applicants are relatively equal, the applicant with the greatest seniority shall fill the position. The name of the successful applicant will be posted on the Employer's main bulletin board. The Employer will advise any unsuccessful applicant of the reasons he was not selected for the job. Where possible, the notification will be prior to the posting of the successful applicant.

**Successful Applicant**

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy by the beginning of the next posted schedule from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

**10.04 Time Limits**

For the purposes of this Article the time limits shall not include weekends and defined holidays.

**10.05 Trial Period**

- (a) The successful applicant shall be placed on trial for a period of three hundred (300) hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred (300) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.
- (b) Employees applying for positions must commit to a trial period of not less than two (2) weeks.

**10.06 Absent on Vacation**

- (a) When an employee will be absent on vacation and/or leave of absence, the employee may advise the Administrator/Supervisor in writing (hard copy or electronic) prior to beginning the vacation or leave that they wish to be considered for any potential job posting which might arise during their absence. If such a job or position then arises during the employee's absence, the written notice will be considered an application. The written notice is only valid during the vacation/leave period immediately following its delivery to the Administrator.
- (b) If the employee is the successful candidate for the vacancy and is not immediately available to fill the vacancy the Employer may fill the vacancy on a temporary basis for the term of the absence.

**ARTICLE 11 - LAYOFFS AND RECALLS**

**11.01 Layoff and Rehiring Procedure**

- (a) Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 9 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

- (b) Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.
- (c) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:
- (i) provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
  - (ii) provide affected employees with notice in accordance with the *Employment Standards Act*. However, the *Act* will be deemed to be amended to provide notice to the affected employee as follows:
    - if their service is greater than 9 years - 9 weeks' notice
    - if their service is greater than 10 years - 10 weeks' notice
    - if their service is greater than 11 years - 11 weeks' notice
    - if their service is greater than 12 years - 12 weeks' notice
  - (iii) meet with the Union through the Labour Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.
- (d) Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.

#### **11.02 Layoff Procedure**

- (a) In the event of lay-off, the Employer shall lay-off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
  - (ii) displace an employee who has:

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

**11.03 Recall Rights**

- (a) (i) An employee shall have opportunity of recall from a layoff to an available opening in order of seniority provided they have the ability and qualifications to perform the work. The job posting procedures shall apply before any recall rights are considered.
- (ii) Employees with seniority who are laid off will be mailed a copy of job posting to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, they shall have no further rights with regard to recall.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

### **12.01 No Guarantee**

The Employer does not guarantee to provide work to any employee for regularly scheduled hours or for any other hours.

### **12.02 Regular Hours**

The regular work shift for full time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods.

### **12.03 Post Work Schedules**

- (a) The hours and days of work of each employee shall be posted in an appropriate place one calendar month at a time. The schedule will be posted on the fifteenth (15<sup>th</sup>) day of the month prior to the effective month. All requests for days off shall be submitted two (2) weeks in advance of posting.
- (b) When an employee requests time off in writing from a scheduled day of work which falls within two pay periods, the Employer shall endeavour to provide the employee with a response in seventy-two (72) hours.

### **12.04 Change to Posted Schedule**

No time will be changed after posting unless such changes are arranged by the employees and submitted in writing for approval by the supervisor.

**12.05 Relief Periods**

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

<u>Shift Length</u>	<u>Breaks</u>
Up to, and including 5.5 hours	1 – 15 minute break
More than 5.5 hours	2 – 15 minute breaks

In addition to the above, any shift over five (5) hours will also have a half (½) hour unpaid lunch within the shift.

**12.06 First Shift of the Week**

The workweek shall commence at 2300 hours Sunday night.

**12.07 Weekends Off**

- (a) The Employer shall endeavour to provide at least one (1) weekend off in three (3) weeks and where possible will schedule weekends off more frequently, unless otherwise arranged.
- (b) Scheduling changes with respect to weekends off will be discussed with the Local Union prior to implementing any such changes.

**12.08 Overtime**

When an employee is authorized to work in excess of seventy-five (75) hours in a bi-weekly period he shall be paid at one and one-half (1½) times his applicable hourly rate for each hour worked in excess of seventy-five (75) hours.

**12.09 Majority of Hours**

If the major part of an employee's shift is worked on any defined holiday, such employee shall be paid at one and one-half (1½) times his regular rate for all work performed on that shift. The shift so defined will constitute the employees holiday shift and no portion of any other regularly scheduled shift on the holiday will be compensated at time and one half, except in the case that the employee would otherwise qualify for overtime pay under any other provisions of this Agreement.

**12.10 Call-Back - Defined**

Call-back shall mean the calling in to work of an employee within twelve (12) hours of the completion of a regularly scheduled shift unless the parties agree otherwise by mutual consent (except for dietary, laundry and housekeeping where call back shall mean the calling in to work of an employee within ten (10) hours of the completion of a regularly scheduled shift unless the parties agree otherwise by mutual consent).

**12.11 Call-In - Defined**

Call-in shall mean the calling in to work of an employee on a regularly scheduled day off.

**12.12 Call-Ins**

- (a) Where the Employer determines that it will call in staff at overtime rates, it will be offered to employees within the classification first in accordance with seniority to employees who are qualified to do the work.
- (b) In the case of a call-in, an employee who is assigned less than four (4) hours of work shall be paid for a minimum of four (4) hours at his applicable hourly rate unless he shall otherwise be entitled to receive overtime pay for such hours.
- (c) When an employee is called into work and works six and one-half (6½) hours or more of the shift, he shall receive pay for a full shift provided the employee commences work within one (1) hour of the call.

**12.13 Call-Back - Guarantee**

- (a) When an employee is called back to work after leaving the nursing home premises upon completion of shift such employee will receive a minimum of four (4) hours pay at straight time rates or actual hours worked at one and one half (1½) times his regular rate of pay whichever is the greater.
- (b) Where a second call takes place after the four hours have elapsed from the time of the first call it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four hours from the time of the first call or any subsequent four hour period.

**12.14 Minimum Reporting Allowance**

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

**12.15 Premium for Consecutive Shifts**

In the case of consecutive regular work shifts, employees shall receive one and one-half (1½) times their applicable hourly rate for hours worked by them in the seventh (7th) and subsequent consecutive work shifts.

**12.16 Overtime – Premium**

Where an employee is authorized by the Employer to work in excess of a regular shift, as specified in Article 12.02, he shall receive one and one-half (1½) times his applicable hourly rate for all time worked in excess of a regular shift.

**12.17 Overtime – By Seniority**

In the event overtime is required to be worked at the end of a regularly scheduled shift, such work will be offered to the employees in order of their seniority on the job at the time, with the most senior employee being given the preference.

**12.18 Exchange Shifts**

Employees may, for their own convenience, change shifts with other qualified employees provided they receive prior approval from their supervisor and that the Employer is not responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or occur as a result of the exchange of shifts. The Employer reserves the right to request signed statements from the employees involved. It is understood that approval will not be unreasonably withheld.

**12.19 Not Required to Layoff**

No employee will be temporarily laid off from his scheduled shift in order to avoid overtime payment of time and one-half, unless such change is mutually agreed between the employee and the Employer.

**12.20 Overtime – Less than Regular Hours**

Employees who work a regularly scheduled shift which is less than seven and one-half (7½) hours will be paid one and one-half (1½) times their regular rate for all hours worked in excess of seven and one half (7½) hours in a twenty-four (24) hour period.

**12.21 Overtime - Meal**

If an employee is required to work an extra three (3) hours overtime or more at the end of his shift, one free meal will be supplied.

**12.22 Overtime – Time Off In-Lieu**

The employee may elect to take time off equivalent to overtime. Time off shall be by mutual agreement.

**12.23 No Pyramiding**

- (a) In no event shall any employee receive a rate of pay for any hour in excess of one and one half times his normal hourly rate.
- (b) In no event shall there be any pyramiding of benefits for hours not worked, such as vacations, holidays, sick leave, etc.

**12.24 Time Off Between Shifts**

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

**12.25 Tag-End**

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

**ARTICLE 13 – HOLIDAYS**

**13.01 List of Holidays**

Subject to the reduction of this benefit pursuant to Article 21, employees who have completed their probationary period shall receive the following statutory holidays with pay:

New Year's Day	Labour Day
Heritage Day (3 <sup>rd</sup> Monday in February)	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Employee's Anniversary Date
August Civic Holiday	One (1) Float Day

**13.02 Another Holiday Proclaimed**

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays. The intent is that there will be no more than eleven (11) paid holidays per calendar year for the duration of this Agreement.

**13.03 Holiday Pay Qualifications**

An employee has no entitlement to holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the holiday or all of their first regularly scheduled day of work after the holiday.

**13.04 Verified Illness**

Notwithstanding the provision of Article 13.03 when an employee is absent from the preceding and/or following shifts due to illness, verified by a doctor's certificate the employee will be eligible for one day's Holiday pay during any one period of such illness.

**13.05 Scheduled - Fails to Report**

Any employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday and his holiday pay unless the absence is due to illness verified by a doctor's certificate, in which case the employee will receive holiday pay.

**13.06 Holiday Pay - Calculation**

Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at his regular rate of pay.

**13.07 Works on Holiday**

- (a) A part-time employee who works on a paid holiday, and who would not otherwise qualify for holiday pay shall receive three (3) hours pay at his regular rate plus time and one-half for all hours worked on the holiday.
- (b) An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) to be taken no later than January 31 in each year. Any unused bank lieu days will be paid out after January 31 in each year. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. Written notification will be provided to employees denied lieu time.

**13.08 Holiday on Day Off**

When any of the above noted holidays fall on an employee's scheduled day off, the employee will receive another day off (lieu day) with pay to be taken no later than January 31 in each year. Any unused bank lieu days will be paid out after January 31 in each year. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

**13.09 Holiday on Friday or Monday**

(a) When a holiday falls on a Friday preceding or a Monday succeeding an employee's scheduled weekend to work, the employee will also be required to work on the holiday, notwithstanding that the holiday may be the employee's scheduled day off.

(b) Where an employee is required to work on his regular day off under this provision Article 13.07 shall apply.

**13.10 WSIB**

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

**ARTICLE 14 - VACATIONS**

**14.01 Vacation Year**

For the purpose of calculating eligibility the vacation year shall be the period July 1<sup>st</sup> of any year to June 30<sup>th</sup> of the following year.

The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department as described below, subject to the approval of the department head having due concern for the proper operation of the nursing home.

Deadlines for submission of vacation requests shall be as follows:

(a) For vacations falling between July 1st and December 31st, vacation requests must be made no later than March 15th. The vacation schedule for this period shall be posted no later than May 15th.

- (b) For vacation falling between January 1st and June 30th, vacation requests must be made no later than September 15th. The vacation schedule shall be posted no later than November 15th.
- (c) Late vacation requests shall be considered on a first come, first served basis.

**14.02 Annual Vacation Schedule**

Annual vacations will be allowed for all employees on staff in accordance with the following schedule:

- (a) Employees who have not completed their probationary period as of the June 30<sup>th</sup> cut-off-date will receive four percent (4%) of their gross earnings during the vacation year.
- (b) Employees who have completed their probationary period as of the June 30<sup>th</sup> cut-off-date will be granted one (1) day of vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employee will be four percent (4%) of gross earning of the vacation year.
- (c) Employees with one (1) year of service on or before June 30<sup>th</sup> of the current year shall receive two (2) weeks (10 days) vacation period. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.
- (d) Employees with two (2) years of service on or before June 30<sup>th</sup> of the current year shall receive three (3) weeks (15 days) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
- (e) Employees with eight (8) years of service on or before June 30<sup>th</sup> of the current year shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.
- (f) Employees with fifteen (15) years of service on or before June 30<sup>th</sup> of the current year shall receive five (5) weeks (25 days) vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.
- (g) Employees with twenty-two (22) years of service on or before June 30<sup>th</sup> of the current year shall receive six (6) weeks (30 days) vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.

- (h) Employees with twenty-eight (28) years of service on or before June 30<sup>th</sup> of the current year shall receive seven (7) weeks (35days) vacation. Vacation pay for such employees will be fourteen percent (14%) of gross earnings for the vacation year.

**14.03 Vacations Not Cumulative**

- (a) Vacations are not cumulative from year to year and all vacations must be taken by the June 30<sup>th</sup> cut-off-date.
- (b) For purposes of clarity, “piggybacking”, as the parties understand the term, shall not be allowed.

**14.04 Payment of Vacation Pay**

Vacation pay will be paid on the employee’s regular payday during the vacation period.

**14.05 Illness on Vacation**

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

**14.06** Vacation bank payouts will be made on the first pay of July.

## **ARTICLE 15 – SICK LEAVE**

### **15.01 Sick Leave Credits**

Subject to the reduction of this benefit pursuant to Article 21, employees who have completed the probationary period shall be credited with four and one-half (4½) days of sick leave and shall then (effective April 1<sup>st</sup>, 1980) accumulate sick leave credits at the rate of one and one-half (1½) days per month of service up to a maximum of one hundred and ten (110) days. Sick leave credits may be used only when sickness of the employee forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total sick leave credits accumulated by the employee.

### **15.02 Workers Compensation**

An employee shall not lose accrued sick leave credits nor shall they receive payment from the Employer when absent from work due to any injury compensable under the provisions of the *Workplace Safety and Insurance Act*.

### **15.03 Proof of Illness**

An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. If the employee is absent due to illness for three (3) days or more or for the third (3<sup>rd</sup>) or subsequent illness in the calendar year or for absences on weekends, a certificate signed by a legally qualified medical practitioner will be required and such certificate must be available to the Employer prior to any payment for illness. Such certificate shall clearly indicate the name of the medical practitioner.

### **15.04 Medical Certificate**

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

### **15.05 Accumulated Sick Leave Credits**

Eligible employees will be advised of their accumulated sick leave credit days as of December 31<sup>st</sup> of each year by means of a slip attached to their pay cheque.

**15.06 Notification of Absence**

- (a) Day Shift: Where possible the employee shall notify the Employer of their illness at least one (1) hour prior to the commencement of the shift.
- (b) Evening and Night Shifts: Where possible the employee shall notify the Employer of their illness at least two (2) hours prior to the commencement of the shift.
- (c) Failure to notify the Employer as specified in [a] or [b] above will result in loss of sick pay for that day and all subsequent days until such notice is given unless for satisfactory reason.

**15.07 Sick Leave Credits Exhausted**

An employee who is absent due to sickness and who is using sick leave credits will be advised when his sick leave credits are exhausted. Notice of such will be included with their last payment of sick leave credits.

**15.08 Sick Leave Bank**

- (a) Effective on the date any contributions to a retirement plan commences, namely October 1, 1989, employees shall have all prior accumulated sick leave credits frozen at the levels accumulated at that date. Such frozen sick leave credit banks may be reduced accordingly by utilization for non-compensable disabilities and illnesses. Payments for illness or disability shall be based upon the employee's wage rate in effect at the time the retirement plan first commenced.
- (b) For full-time bargaining unit employees with more than five (5) years of service on the date the retirement plan first commenced, upon termination or retirement or death of the employee, fifty percent (50%) of the remaining unused portion of the frozen sick leave bank shall be paid to the employee or in the event of death to the employee's estate. Payment shall be calculated at the employee's wage rate in effect at the time the retirement plan first commenced.
- (c) All sick leave credits accumulated on or after the date the retirement plan first commenced shall no longer be eligible for cash-out payments upon termination or retirement or death of the employee.

**15.09 Workplace Safety and Insurance Board**

Where an employee is in receipt of Workplace Safety and Insurance benefits as a result of an injury sustained during employment with the Employer:

- (a) An employee will not be eligible for paid holidays, vacation credits, sick leave, or any other benefits of this agreement except where specified otherwise, during any absence covered by WSIB.

An employee who has missed their vacation, due to a WSIB absence, shall be granted at the employee's request, a leave of absence without pay to correspond to the vacation time they otherwise would receive.

- (b) An employee absent from work in excess of fifteen (15) months while on WSIB shall be placed on layoff and shall have access to the recall provisions of Article 10, provided they are capable of doing the work required.

**ARTICLE 16 - LEAVE OF ABSENCE**

**16.01 Bereavement Leave**

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service.

Common law spouse shall be defined as a person with whom the employee has been living in a conjugal relationship for at least twelve (12) consecutive months, including a same sex relationship.

- (b) Upon the death of an employee's mother, father, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service, and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral or equivalent service is

not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

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

(e) Where an employee's scheduled vacation is interrupted due to a death of parent, spouse, sibling, or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

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

(f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

(g) In the event of a memorial service or interment separate from the leave above, an employee may save one of the days identified in 16.01 (a) and (b) without loss of pay to attend the interment or service.

## **16.02 Pregnancy and Parental Leave**

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

(a) (1) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

(2) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

- (3) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 16.02 (i) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their 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 they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

- (c) An employee who does not apply for leave of absence under 16.02 [a] (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 16.02 [a] (i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 16.02.

- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

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

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

(i) **Parental Leave**

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

- (2) 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 their own.

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

An employee may end their parental leave as set out in paragraph (3) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (5) For the purposes of Parental Leave the provisions under 16.02 [a], [d], [e], [f], [g] and [h] shall also apply.

### **16.03 Jury Duty and Witness Duty**

If an employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home the employee shall not lose regular pay or seniority because of such attendance, provided that the employee:

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) present proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

### **16.04 Union Leave of Absence**

- (a) The Employer shall grant leaves of absence without loss of seniority to employees to attend Union Conventions, Seminars, Education Classes or other Union business.
- (b) In requesting such leaves of absence, the Union will give seven (7) days' notice to the Employer to be confirmed by the Union in writing.

- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on Union Leave, employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, benefits, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension.

**16.05 Union Office**

The Employer will grant leave of absence for a maximum of one (1) year to any employee who requests such a leave by reason of their election or appointment as an officer of the Union, without pay and without loss of seniority or occupational classification. Any requests for an extension shall be made in writing.

**16.06 Education Leave**

- (a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

- (b) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specific date of return.

**16.07 Emergency Leave**

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

**16.08 Personal Leave of Absence**

Except in emergency, an employee may request a leave of absence provided they give the Employer at least fourteen (14) days notice in writing. The notice shall set out the reasons for the proposed leave of absence. Such leave shall not be unreasonably withheld.

**16.09 Family Medical Leave (as per ESA)**

The employee and the Employer will continue to pay their respective shares of the benefits premiums.

- a) Family Medical Leave will be granted to an employee in accordance with the *Employment Standards Act*, as amended.
- b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- c) Subject to any changes to the employee's status which would have occurred had they not been on family medical leave, the employee shall be reinstated to their former position.
- d) The Record of Employment (ROE) will be provided immediately following the seventh (7<sup>th</sup>) day of such leave.

**16.10 Isolation Pay**

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

**ARTICLE 17 – HEALTH BENEFITS**

**17.01 Major Medical**

- (a) Subject to the reduction of this benefit pursuant to Article 21, the Employer agrees to offer, on a voluntary basis, a major medical 10/20 no co-insurance plan in place of the present 25/50 plan. The Employer's contribution will be one hundred percent (100%) of the premium.
- (b) The Employer will continue a pay-direct drug card with a \$7.50 cap on dispensing fee and, provision of a \$1.00 fee per prescription. Positive enrolment and coordination of benefits to be included.
- (c) The drug plan requires enhanced generic substitution for drugs covered by the plan based on the following:
  - Lowest cost interchangeable drug
  - Medical evidence is required for drugs where physician indicates “no substitution”
  - Lowest priced drug in a therapeutic class

**17.02 Dental Plan**

- (a) Subject to the reduction of this benefit pursuant to Article 21, the Employer agrees to replace the previous dental plan and implement a dental plan which is similar to Blue Cross Plan #9 based upon the current O.D.A. fee schedule, and the Employer agrees to pay fifty percent (50%) of the premium of the dental plan.
- (b) The dental plan fee schedule shall be updated annually on January 1 by the current O.D.A. fee schedule.

**17.03 Life Insurance**

Subject to the reduction of this benefit pursuant to Article 21, the Employer agrees to pay one hundred percent (100%) of the premium of a group life insurance policy to be arranged by the Employer for each employee will be two (2) times the employee's annual salary, effective November 20, 2017.

**17.04 Vision**

Subject to the reduction of this benefit pursuant to Article 21, the Employer agrees to pay one hundred percent (100%) of a Vision Care Plan allowing for benefits in the amount of three hundred twenty-five dollars (\$325.00) effective July 1, 2022 per twenty-four (24) month, including eye examination.

Subject to the reduction of this benefit pursuant to Article 21, the Employer agrees to pay one hundred percent (100%) of a Vision Care Plan allowing for benefits in the amount of three hundred seventy-five dollars (\$375.00) effective July 1, 2024 per twenty-four (24) month, including eye examination.

Subject to the reduction of this benefit pursuant to Article 21, the Employer agrees to pay one hundred percent (100%) of a Vision Care Plan allowing for benefits in the amount of four hundred dollars (\$400.00) effective July 1, 2025 per twenty-four (24) month, including eye examination.

**17.05 Hearing Aid**

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

**17.06 Over 65**

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

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

**17.07 Substitute Carrier**

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

**ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES**

**18.01 Wage Progression**

- (a) The various job classifications and the applicable hourly rates therefore are set forth in Appendix "A" hereto. Progression within the applicable wage scales is based upon length of service with the Employer since the last date of hiring.
- (b) Part-time employees progress through the wage grid on the basis of eighteen hundred (1800) hours paid by the Employer equals one (1) year. Hours paid for will include all hours paid for under workers compensation and vacation.

**18.02 Direct Deposit**

The Employer shall pay the wages due to employees every two (2) weeks by direct deposit. On each pay day each employee shall be provided with an itemized statement of his wage, hours and deductions.

The Employer shall provide, in the case of a direct deposit system, pay notices (stubs), through the digital payroll system.

The Employer shall provide, in the case of a digital pay system, confidential digital access to their pay stub, with access to a printer.

**18.03 Higher Classification**

Employees assigned to relieve in a higher classification for a period in excess of one-half (½) of a shift shall be paid the rate for the higher classification immediately above their current rate for the full period of relief.

**18.04 New Classification**

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

**18.05 Shift Premiums**

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty cents (30¢) for each hour worked on the afternoon or night shifts. Requirement to rotate removed effective on January 1, 2018.
- (b) Shift premium will not be paid for any hours in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- (c) The provisions of Article 18.05 [a] will not apply to employees who are called in on a shift on which they have not been regularly scheduled.

**18.06 Weekend Premium**

Effective March 9, 2020, a weekend premium of thirty-five cents (35¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday.

Effective January 1, 2025, a weekend premium of forty-five cents (45¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday.

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

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (½) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (½) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) Where there is neither an RN nor supervisor on duty, the Employer may designate one RPN, when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive seven dollars and fifty cents (\$7.50) per shift in addition to their regular rate of pay.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

**18.08 Mandatory In Service**

The Employer agrees that where practical all mandatory training (In-Service and online training) shall be scheduled during an employee's normal working hours.

In the event that mandatory training cannot be scheduled during an employee's normal working hours, the Employer in consultation with the employee, shall find suitable time for the employee to come into work early and/or stay late to complete the training. All time spent completing the training will be paid at the employee's regular earnings.

In the event that the mandatory training cannot be scheduled at the workplace, the Employer in consultation with the employee, approve a designated amount of time for the employee to complete the training offsite. All time spent completing the training will be paid at the employee's regular earnings.

## **ARTICLE 19 – GENERAL**

### **19.01 Meals**

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

### **19.02 Bulletin Board**

The Employer will provide the existing bulletin board adjacent to the present staff dining room accessible to all employees. The Union may post notices on such bulletin board provided that the notices are first approved by the Employer. Such approval will not be unreasonably withheld.

### **19.03 Uniform Allowance**

- (a) Effective May 31, 1989 the Employer agrees to pay eight dollars (\$8.00) per month for a uniform allowance for full-time and present part-time employees.
- (b) Part-time employees hired after May 31, 1989 will receive four dollars (\$4.00) per month for a uniform allowance.

### **19.04 Job Description**

The Employer agrees to provide each employee with a copy of his job description. An employee not agreeing with the accuracy of his job description shall have the right to question it with the Employer.

### **19.05 Payroll Errors**

- (a) If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to five and one-half (5½) hours or more at their regular rate of pay, the error will be adjusted within three (3) payroll department business days from the date that the department head was advised of the error. Errors less than this amount will be corrected on the employee's next regular pay.

- (b) If the Employer makes an error in an employee's favour of a day's pay for that employee or less the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, at the request of the employee, the Employer will be reimbursed over the following two or three pay periods as agreed upon between the parties.

**19.06 Students**

Students referred to in the preamble are those students hired for the period June 15 to August 30.

**19.07 General Neutral Language**

- (a) In this agreement, the pronouns "they/them/theirs" will be used to denote gender neutral persons both singular and plural.
- (b) The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in the preamble to this Agreement, which employees are within the bargaining unit for which the Union is certified as the bargaining agent.

**19.08 Copies of Agreement**

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

**19.09 First Aid**

The Employer will provide appropriate First Aid kits in the kitchen, and at each nursing station and are to be inspected monthly.

**19.10 Resident Abuse**

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

**19.11 Termination of Employment**

- (a) Upon termination or layoff, the employee will be paid their final pay and their vacation pay on the regular payday for that pay period within which they terminated or was laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

**19.12 Translation of the Collective Agreement**

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

**ARTICLE 20 – TECHNOLOGICAL CHANGES**

**20.01 Notify Union**

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

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

**21.01 Benefits / Holiday Pay**

- (a) Employees who have completed their probationary period shall receive sick leave credits, health benefits, holidays and holiday pay as follows:
  - (1) employees working twenty-nine (29) hours or less bi-weekly shall receive no such benefits;

- (2) employees working more than twenty-nine (29) hours bi-weekly and up to and including thirty-seven and one-half (37½) hours bi-weekly shall receive fifty percent (50%) of such benefits;
  - (3) employees working more than thirty-seven and one-half (37½) hours bi-weekly and up to and including forty-five (45) hours bi-weekly shall receive sixty percent (60%) of such benefits;
  - (4) employees working more than forty-five (45) hours bi-weekly and up to and including fifty-six point two five (56.25) hours bi-weekly shall receive seventy-five percent (75%) of such benefits;
  - (5) employees working more than fifty-six point two five (56.25) hours bi-weekly shall receive one hundred percent (100%) of such benefits.
- (b) For the purpose of this Article, the hours of work performed by the employees shall be determined on the basis of the average hours worked by the employee bi-weekly over the course of a period of eight (8) pay periods.

**21.02 Deemed to Have Worked**

For the purpose of this Article, when an employee is absent from work and receives payment for such absence, he shall be deemed to have worked the hours for which he was paid.

**21.03 Change of Status**

An employee whose status is changed from part-time to full-time or full-time to part-time shall receive credit for their full seniority and service on the basis of one year of seniority and service for each eighteen hundred (1800) hours worked or vice-versa. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

**21.04 Accumulate Seniority**

Part-time employees shall accumulate seniority based on actual hours paid (i.e. eighteen hundred (1800) hours shall equal one (1) year's seniority.)

**21.05 Seniority Defined**

For the purposes of job posting and layoff only, the seniority of part time employees will be calculated as of the end of the pay period immediately prior to the closing of the posting date, or the notice to the Union of the layoff, or the notice to the most senior employee, whichever is the greater.

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

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

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

### **22.02 Monthly List**

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

### **22.03 Accident Report**

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

### **22.04 Maintenance of Standards**

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.

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

- (a) A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by the Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month.
- (b) Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at their regular or overtime rate.
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

- (d) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.
- (e) Where an inspector makes an inspection of a workplace under the powers conferred upon them under the *Occupational Health and Safety Act*, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof.

## **22.06 Monthly Inspections**

- (a) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.
- (b) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

## **22.07 Access to Data**

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

**22.08 Full Co-operation**

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

**22.09 Best Efforts**

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

**22.10 Aggressive Residents**

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

**22.11 Violent Behaviour**

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

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

**22.12 Employer Obligation**

The Employer shall:

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

### **22.13 Employee Obligation**

A worker shall,

- (i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
- (ii) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (iii) report to their Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger themselves or another worker; and
- (iv) report to their Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which they know.

### **22.14 Injured Workers Provisions**

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

### **22.15 Infectious Diseases**

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

**22.16 Day of Mourning**

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

**22.17 Violence In The Workplace**

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For the purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation and with the employees consent, the Employer will inform the Union within three days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.

**22.18 Harassment In The Workplace**

- (a) The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with Extendicare's values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

- (b) Harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.
- (c) Harassment is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.
- (d) The following examples could be considered as harassment but are not meant to cover all potential incidents:
- Name calling
  - Racial slurs or joke
  - Mimicking a persons accent or mannerisms
  - Offensive posters or pictures on paper
  - Repeated sexual remarks
  - Physical contact that could be perceived as degrading
  - Sexual flirtation, advances, propositions
  - Leering
  - Comments about a persons sex life
  - Innuendo, gestures or taunting
  - Talking about a persons body, disability, attire or sex
- (e) Harassment is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate workplace purpose. For clarity, harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) Where a bargaining unit member complains of harassment by another bargaining unit member, they shall bring such complaint to the attention of the Employer and the Union. The Employer will then initiate a complete investigation of the complaint with the presence of the Union, and report the findings back to the Union and the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's Supervisor or a Steward they may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

In circumstances where a bargaining unit member complains of harassment by another bargaining unit member, a copy will be sent to the union of the investigator's executive summary report.

- (g) Should the complainant not be satisfied with the Employer's response they are entitled to file a grievance under the terms of this Collective Agreement.
- (h) In support of providing and maintaining an environment free of harassment, the Employer and the Union will ensure that all staff members, volunteers and persons with the practicing privileges in the facility are informed that harassment, including sexual harassment, in the workplace, is an offence under the law.

## **ARTICLE 23 – PENSION**

### **23.01 Pension Plan**

- (a) Each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match contributions, the amount being four percent (4%) of applicable wages.
- (b) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.
- (d) The Employer and the Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- (e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

- (f) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonable require in order to properly record and process pension contributions and pension benefits.
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 17.09 [a] will be paid to the employee.

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

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

1. The Union will not propose any change in the Employees' or Employers' contribution earlier than December 31, 1995.
2. The Union and the Employer understand and agree that under current pension legislation and/or regulations the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
3. It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employers, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations.

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

5. The information pursuant to 17.06 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

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

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

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

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

- B. To be provided with each remittance:

Name  
Social Insurance Number  
Monthly Remittance

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

Address as provided to the Home  
Termination date when applicable

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

Gender  
Marital Status

**ARTICLE 24 – TERM OF THE AGREEMENT**


**24.01** This Agreement shall remain in full force and in effect from January 1, 2024 to December 31, 2025 and shall continue year after year unless either party notifies the other in writing, within three (3) months prior to the expiration date of its desire to bargain with a view to the renewal of the agreement or the making of a new Agreement.

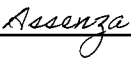
All items agreed to in the renewal shall be effective upon the date of ratification or arbitration award unless specifically set out otherwise.

**IN WITNESS WHERE OF** the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives

**SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.**

**FOR EXTENDICARE/OSHAWA**


  
\_\_\_\_\_  
Meghan Scherer (2025-05-14 17:53 EDT)

  
\_\_\_\_\_  
Assenza


  
\_\_\_\_\_  
Lisa Romaniello (2025-05-15 09:06 EDT)


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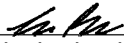
**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS LOCAL  
4788**

  
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Lisa Freeman (2025-05-13 16:34 EDT)

  
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Kimberly Blanchard (2025-05-13 19:17 EDT)

## APPENDIX "A"

### A.01 Classifications and Wages

Classification	Step	01-Jan-24 3%	01-Jul-24 1%	01-Jan-25 3.50%	31-Dec-25
<b>Housekeeping, Laundry Dietary Aides (Basic Aides)</b>	Probation	\$22.69	\$22.92	\$23.61	
	Start	\$22.99	\$23.22	\$23.92	
	1 Year	\$23.61	\$23.84	\$24.56	
	2 Years	\$24.17	\$24.42	\$25.15	
<b>Janitor</b>	Probation	\$22.69	\$22.92	\$23.61	
	Start	\$22.99	\$23.22	\$23.92	
	1 Year	\$23.61	\$23.84	\$24.56	
	2 Years	\$24.17	\$24.42	\$25.15	
<b>Handyman</b>	Probation	\$22.96	\$23.19	\$23.88	
	Start	\$23.25	\$23.48	\$24.18	
	1 Year	\$23.88	\$24.11	\$24.84	
	2 Years	\$24.42	\$24.67	\$25.41	
<b>Nurses Aide Activity Aide</b>	Probation	\$22.98	\$23.21	\$23.91	
	Start	\$23.28	\$23.51	\$24.22	
	1 Year	\$23.84	\$24.08	\$24.81	
	2 Years	\$24.42	\$24.67	\$25.41	
<b>Health Care Aide PSW Restorative Aide BSO Health Care Aide</b>	Probation	\$26.42	\$26.68	\$27.48	
	Start	\$26.72	\$26.99	\$27.79	
	1 Year	\$27.39	\$27.66	\$28.49	
	2 Years	\$27.96	\$28.24	\$29.09	
<b>Certified Activity Aide</b>	Probation	\$23.22	\$23.45	\$24.15	
	Start	\$23.51	\$23.75	\$24.46	
	1 Year	\$24.18	\$24.43	\$25.16	
	2 Years	\$24.77	\$25.02	\$25.77	
<b>Cook</b>	Probation	\$25.74	\$26.00	\$26.78	
	Start	\$26.04	\$26.30	\$27.09	
	1 Year	\$26.23	\$26.50	\$27.29	
	2 Years	\$26.78	\$27.05	\$27.86	
<b>Maintenance</b>	Probation	\$25.74	\$26.00	\$26.78	
	Start	\$26.04	\$26.30	\$27.09	
	1 Year	\$26.23	\$26.50	\$27.29	
	2 Years	\$26.78	\$27.05	\$27.86	
<b>RPN (1)</b>	Probation	\$29.34	\$29.64	\$30.53	\$33.03
	Start	\$29.64	\$29.94	\$30.84	\$33.34
	1 Year	\$30.24	\$30.54	\$31.46	\$33.96
	2 Years	\$30.87	\$31.18	\$32.11	\$34.61

A.02 Retroactivity

Retroactivity shall be paid within three (3) full pay periods following the issuance of this Award. Retroactivity will be paid for all hours worked and paid for by the Employer to all employees who were employed at the time the Collective Agreement expired and to those hired since.

Employees who left the Employer will be contacted by registered mail within the timetable above at their last known address and will have thirty (30) days from the date of the mailing to claim their retroactive payment, which payment will be made within thirty (30) days of receipt of the claim.

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

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

NOTES

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

There will be a premium of fifteen cents (\$0.15) per hour for Activity Aides who hold a Health Care Aide or Recreation certificate or equivalent.

Nurses Aides who have completed a Health Care Aide course and have received their certificate shall be paid in line with the Health Care Aide rate structure set out above.

Effective April 1, 1991, the janitor will receive a premium of ten cents (\$0.10) above the janitor rate to be paid for all hours worked as a handyman when required by the Employer.

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

**BETWEEN**

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

**and**

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

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

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

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

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

The Pay Equity adjustments will be as follows:

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

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

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

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

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

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

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

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


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

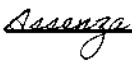
The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

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

**SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.**

**FOR EXTENDICARE/OSHAWA**


  
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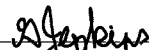
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**FOR THE CANADIAN UNION OF  
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Kimberly Blanchard (2025-05-13 19:17 EDT)

## APPENDIX "C"- WORKLOAD REVIEW FORM

<p><b>WORKLOAD FORM</b></p> <p><i>Employees are required to complete every section of this form prior to submitting it to the Manager (or designate)</i></p>
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<b>Section 1: General Information</b>	
<b>Date/Time of Occurrence:</b>	<b>Date Form Submitted to Employer:</b>
<b>Site/Location:</b>	<b>Department/Unit:</b>
<b>Type of Work Being Performed:</b>	<b>Number of Staff on Duty:</b>
<b>Usual Number of Staff on Duty:</b>	<p>If there was a shortage of staff at the time of the occurrence, please check one or all of the following that apply:</p> <p><input type="radio"/> <b>Absence:</b></p> <p><input type="radio"/> <b>Sick Calls:</b></p> <p><input type="radio"/> <b>Vacancies:</b></p> <p><input type="radio"/> <b>Off Unit:</b></p>
<b>Section 2: Details of Occurrence</b>	
<p><b>I/We the undersigned employee believes that I/we was/were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide Brief Description of the problem/assignment below):</b></p>	
<p><b>Check One:</b>    <input type="radio"/> <b>This is an isolated Incident</b>        <input type="radio"/> <b>This is an ongoing problem</b></p>	
<b>EMPLOYEE Recommended Solution:</b>	

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**EXTENDICARE (CANADA) INC., OSHAWA**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4788**

**RE: WORKLOAD REVIEW FORM**

The parties agree that resident care is enhanced if concerns relating to workloads arising from resident acuity and volumes are resolved in a timely manner using a problem-solving approach.

Communication between the parties shall be:

- Professional;
- Courteous;
- Collegial;
- Respectful; and
- Focused on resolving the root cause issue


In the event that the Employer assigns a number of residents or a workload to an individual or group of workers such that they have reasonable grounds that they are being asked to perform more work than is consistent with proper resident care, the following process shall be followed:

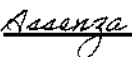
1. The worker(s) should communicate directly with their immediate Supervisor or Charge Nurse to allow them an opportunity to resolve the issue/concern. If the matter is unresolved, the worker(s) should discuss the concern with the Manager. The Manager should have a reasonable opportunity to address the issue/concern.
2. If the issue/concern occurs during off hours and the issue/concern cannot be resolved by the Supervisor or Charge Nurse, then the issue/concern should be directed to the Supervisor or Charge Nurse the following day.

3. Worker(s) are encouraged to raise their concerns with their immediate Supervisor within forty-eight (48) hours. In the event that within five (5) calendar days, the issue/concern is not resolved, the worker(s) should complete a Workload Review Form, sending it to their respective Manager and to the Union.
4. If there is still disagreement after the above steps have been followed, then a meeting will be arranged between the Union Representative, Manager, and employee who completed the Workload Review Form, to review unresolved workload issues or concerns that may impact resident care. Alternatively, if the parties agree, the issues raised on the Workload Review Form shall be discussed at labour management.

**SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.**

**FOR EXTENDICARE/OSHAWA**


  
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 Meghan Scherer (2025-05-14 17:53 EDT)

  
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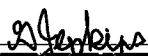
  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC., OSHAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4788**


**Re: Chairperson Health and Safety**

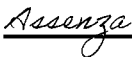
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The parties agree that the issue of alternating chairperson shall be determined by the committee members of the Health and Safety Committee.

**SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.**

**FOR EXTENDICARE/OSHAWA**


  
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Meghan Scherer (2025-05-14 17:53 EDT)

  
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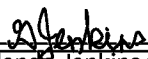
  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC., OSHAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4788**

**RE: RESTORATIVE AIDE BSO RPN, BSO HCA, CLASSIFICATION**

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The Central Committee will review the following information with regards to the Restorative Aide or like classification, BSO-RPN, BSO-Health Care Aide:

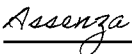
Job descriptions; job postings; job qualifications and rate of pay.

It is understood and agreed that if the parties do not reach an agreement, the Union may access Article 18.04 to resolve the dispute between the parties. Nothing in this letter represents an agreement by the Employer that the listed classifications are new classifications pursuant to Article 18.04.

**SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.**

**FOR EXTENDICARE/OSHAWA**


  
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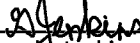
  
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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**EXTENDICARE (CANADA) INC., OSHAWA**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4788**

**RE: INFLUENZA VACCINE**

---

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

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

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


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


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

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

SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.

FOR EXTENDICARE/OSHAWA


  
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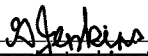
  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC., OSHAWA**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4788**

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The parties agree to strike a committee, to meet within ninety (90) days of ratification, to discuss the implementation of a Resident Care Aide classification. The Committee will discuss the job duties of the position, the nature of personal care, and the intersection with the work of the Personal Support Worker (Health Care Aide) classification. The parties agree that the implementation of this new position is not intended to replace the work of Personal Support Worker (Health Care Aide).

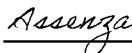
The Union side of the Committee will consist of one representative from each Local plus staff support.

The Committee will seek agreement on a wage rate for the position. If a wage rate cannot be agreed upon the parties agree to refer the matter of the wage rate to an expedited mediation/arbitration process for resolution. Once established, wage rates will be retroactive to the ratification of this agreement.

**SIGNED ELECTRONICALLY THIS 13<sup>th</sup> DAY OF MAY 2025.**

**FOR EXTENDICARE/OSHAWA**


  
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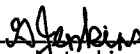
  
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