

COLLECTIVE AGREEMENT

between

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

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL UNION 1394**
(hereinafter called the "Union")

January 1, 2024 - December 31, 2025

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PREAMBLE

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1394 as the sole and exclusive bargaining agency for all employees of Extendicare at its Bayview Nursing Home, save and except supervisors, persons above the rank of supervisor, technical personnel and office staff and hereby consents and agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

1.02 Technical Personnel

It is hereby agreed that the term "technical personnel" as used in Article 1.01 above, shall include physiotherapists, physiotherapy technicians, occupational therapists, recreational therapy technicians, speech therapists, psychologists, laboratory technicians and laboratory technologists.

1.03 No Other Agreements

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

1.04 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 an 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.

1.05 Contracting Out

It is agreed that during the term of this Agreement that no employee shall be laid off, suffer a reduction of hours, or lose their position because of contracting out.

1.06 Full-Time Defined

It is understood by the parties hereto that a full-time employee is one who is regularly scheduled to work thirty-seven and one-half (37½) hours per week or seventy-five (75) hours bi-weekly.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Exclusive Right

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

- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;

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

2.02 No Discrimination

- (a) The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement.
- (b) The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the employee or the Union or its representatives exercise its rights in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.
- (c) The Union and the Employer agree to abide by the Human Rights Code.

2.03 No Interference

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

2.04 Post Rules and Regulations

The Employer will post rules and regulations to be observed by the employees and will present a copy thereof to the Union.

ARTICLE 3 – UNION DUES AND SECURITY

3.01 Union Security

It is agreed that all members of the bargaining unit who have completed their probationary period, as a condition of continuing employment, must become and remain members in good standing of the Union.

3.02 Deductions

- (a) Except in the case of probationary employees, the Employer agrees to deduct every pay period from the pay of each employee covered by this Agreement, an amount equal to their regular union dues.
- (b) Probationary employees shall pay union dues after thirty (30) days of employment and shall be entitled to all rights in the Agreement except to grieve on discharge and except as expressly covered by this Agreement.

3.03 Forward Deductions

Deductions shall be forwarded to the National Secretary-Treasurer of the Union not later than the tenth (10) day of the following month for which dues were levied.

This shall be accompanied by a list of the names of the 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 deductions have been made. In addition, a copy of the aforementioned list will be forwarded to the Local Union Treasurer within a reasonable period of time.

3.04 New Employees

The Employer agrees to acquaint new employees with the fact a union agreement is in effect, and with the condition of employment set out by permitting the Union to interview each new employee during the first month of employment.

3.05 T4

At the same time that Income Tax (T-4) information slips are made available the Employer shall show, on such slips, the amount of union dues paid by each employee in the previous year.

3.06 Save Harmless

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

3.07 Address and Telephone Number

All employees will provide the Employer with their current home address, personal email address if available, and telephone number and will notify the Employer immediately of any change(s) made to the aforementioned information.

3.08 No Strikes – No Lockouts

- (a) The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, the Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strike or collective action which will interfere with, or in any way impair the services of the Employer.
- (b) Definition of the term "strike" and lockout" as used in 3.08 above shall be in accordance with the *Ontario Labour Relations Act* and amendments thereto.

ARTICLE 4 – CORRESPONDENCE

4.01 Between the Parties

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

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

5.01 Appoint Stewards

The Employer recognizes the right of the Union to appoint or otherwise select from among employees who have completed their probationary period and who are covered by this Agreement, five (5) stewards whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

5.02 Union Negotiating Committee

- (a) The Union negotiating committee will consist of four (4) members of the bargaining unit.
- (b) The member of the Union negotiating committee shall suffer no loss of pay or benefits for time spent during their normal regular scheduled working hours in negotiations of this Agreement or its successor, up to and including conciliation.

5.03 Notify Employer

The Union undertakes to notify the Employer of the names of the stewards and union officers immediately when such an appointment or any replacement is made.

5.04 Stewards – Leave Work

- (a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided for in this Agreement. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that they shall not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, whose permission shall be given within an hour. The steward shall not leave the premises of the Employer. The steward shall state their destination to their supervisor and shall report to the supervisor at the time of their return to work. The Employer reserves the right to limit the steward's absence from their work if the time taken is considered excessive or if the steward does not perform their duties under this Agreement in a prompt manner.
- (b) Providing that such employees give reasonable notice when possible and providing that the administration of the Nursing Home is not unreasonably affected, the Employer shall compensate said employees at the rate of pay they would have received in the normal course of their duties.

5.05 Applicable Clauses

Clauses 5.03 and 5.04 shall apply in all respects to the President, Grievance and Bargaining Committees.

5.06 Meeting Request

Either party may initiate a request for a meeting and such a meeting shall be held at a time and place fixed by mutual agreement.

5.07 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 request in order to investigate and assist in the settlement of a grievance, provided it does not interfere with the efficient operation of the Home.

5.08 Information Required by Union

The Employer shall make available to the Union on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates and welfare plans.

5.09 Labour-Management Relations Committee

(a) The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Home who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet at least once quarterly. All matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

(b) **Workload Complaint**

- (i) Either the Union or the Home may submit a complaint in writing relating to workload, 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.

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

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 their 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 Request Arbitration

Failing a satisfactory settlement being reached in Step 2, either party may on giving ten (10) days notice in writing to the other party of its intention, refer the dispute to arbitration.

6.04 Group Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 may be by-passed.

6.05 Employer/Union Grievance

- (a) The Union shall have the right to originate a grievance under Step 2 when an employee has refused to file a grievance after being requested to do so by the Union and the alleged grievance directly affects the interest of other employees.
- (b) The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure relating to the general interpretation, application or alleged violation of this Agreement and such policy grievance may not be the subject of a grievance which is properly lodged by an employee.

6.06 Communication to Employer

Both parties agree that in accordance with Article 6.01, when processing a grievance from Step 2 to arbitration the Union shall address the communication to the Employer as follows:

Labour Relations,
Extendicare (Canada) Inc.,
3000 Steeles Avenue East, Suite #400,
MARKHAM, Ontario
L3R 4T9

ARTICLE 7 – ARBITRATION

7.01 Arbitration Nominee

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party, indicating the name of its nominee to an arbitration board. Within ten (10) days, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

7.02 Minister Appoints

If the two (2) nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

7.03 Procedure

The board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision at the earliest opportunity.

7.04 Arbitration Board Authority

- (a) The decision of the majority shall be the decision of the board. The decision of the board shall be final and binding and enforceable on all parties, but in no event shall the board have the power to change this Agreement to alter, modify or amend any of its provisions. However, the board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- (b) The arbitration board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principles and the justice of the case. This clause notwithstanding, no matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

7.05 Fees and Expenses

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints, and
- (b) one-half (½) of the fees and expenses of the chairperson.

7.06 Time Limits

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

7.07 Cannot Act

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

7.08 Sole Arbitrator

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

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Notice to Union

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

8.02 Just Cause

An employee who has completed their probationary period may be discharged or suspended, but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of their steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

8.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure commencing at Step 2.

8.04 Employee Reinstated

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such an employee shall immediately be reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the board of arbitration, if the matter is referred to such a board.

8.05 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.

8.06 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.

8.07 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.

ARTICLE 9 – SENIORITY

9.01 Purpose

Seniority shall be used in determining preference or priority for promotions, transfer, lay-offs and recalls, provided that in the judgement of the Employer, the employee has the skills, ability, training and physical qualifications to do the work required. Seniority shall operate on a bargaining-unit-wide basis. This will not be exercised in an unreasonable manner by the Employer.

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 Successful Applicant

In cases of transfer, promotion or demotion, the applicant with the most seniority and having the required qualifications shall be the successful applicant.

9.03 Loss of Seniority

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

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

9.04 Not Lose Seniority - Verified Illness

An employee shall not lose seniority because of absence due to verified illness or personal injury. Employees who incur such absence for a period in excess of nine (9) months must give the Home three (3) weeks written notice before returning to work.

9.05 Seniority Lists

Seniority lists of employees covered by this Agreement shall be posted and revised by the Employer at least once yearly in January, with a copy to the Recording Secretary of the Union. Seniority lists will be reported by hours of seniority.

9.06 Operations Merged

Should the Employer merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to exercise their best efforts towards the retention of seniority rights for all employees with the new Employer.

9.07 Probationary Employees

- (a) 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.

- (b) Having completed their probationary period, an employee's seniority shall date back to the last date of hiring.

9.08 Transfers and Seniority Outside 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.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.01 Principle of Promotion

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length and quality of service.

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 Job Postings

(a) When a vacancy occurs, or a new position is created in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the Employer's main bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application. The Employer shall have the authority to fill the vacancy temporarily, pending the appointment of the successful applicant.

(b) **Temporary Job Postings**

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

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) When an employee will be absent on vacation and/or leave of absence, the employee may advise the Administrator in writing prior to beginning the vacation or leave that 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.

(d) If the employee is the successful candidate for the vacancy and is not immediately available to fill the vacancy the Employer may fill the vacancy on a temporary basis for the term of the absence.

10.03 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 themselves unable to perform the duties of the new job classification, he shall be returned to their 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 their 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.

10.04 Consent Required

No employee shall be transferred to a position outside the bargaining unit without their consent.

10.05 Union to be Notified

The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and of termination of employment of employees in the bargaining unit.

10.06 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 1800 hours worked or vice-versa. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

10.07 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 applicants 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 Extencicare 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, lay-offs and reductions in hours.

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 Lay-Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, 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.

Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

In the event of a proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:

- (a) 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.
- (b) 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 be 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.

- (c) 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.

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 lay-off and related provisions in this Collective Agreement.

11.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications to perform the work.

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

- (i) accept the lay-off; or

- (ii) displace an employee who has:

- lesser bargaining unit seniority in a lower or identical paying classification; and
- who has scheduled hours less than or equal to the employee being laid off; in the event that there are no employees with scheduled hours less than or equal to the employee being laid off, the employee shall have the right to displace an employee who has more scheduled hours than the employee being laid off provided that the employee being displaced is in the same classification; and
- if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.

- (iii) An employee who wishes to exercise 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.
- (c) Employees shall be given ten (10) days notice of lay-off.
- (d) No new employees shall be hired while employees with seniority are laid-off.

11.03 Recall Rights

- (a) Recall of employees who have been laid off shall be in the reverse order of the lay-off, subject however to the same conditions as governed the selection in the lay-off.
- (b) An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority provided they have the ability and qualifications to perform the work.

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.

- (c) 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.
- (d) 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.

- (e) Employees on lay-off or notice of lay-off 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 lay-off.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Normal Hours

The normal hours of work shall average thirty-seven and one-half (37½) hours per week, over the four (4) week work schedule, but shall not exceed seventy-five (75) hours in any two (2) week period. The standard hours of work shall be seven and one-half (7½) hours per day exclusive of the one-half (½) hour unpaid meal period. Any work performed in excess of seventy-five (75) hours in a two (2) week pay period shall be compensated at the rate of time and one-half (1½) regular straight time pay.

12.02 Equal Distribution of Days Off

Days off shall be planned in such a way as to equally distribute free weekends, keeping in mind the requirements of the Employer. Notwithstanding, an employee required to work in excess of two (2) consecutive weekends will be compensated for such weekend work at time and one-half (1½) regular straight time pay.

12.03 Consecutive Days Off

- (a) No employee shall be required to work more than six (6) consecutive days without two (2) consecutive days off. In the event he consents to work more than six (6) consecutive days, he shall be paid time and one-half (1½) for the time so worked.
- (b) An employee who is called into work on either of their two (2) scheduled days off shall be paid time and one-half (1½) their regular rate of pay for hours worked.

12.04 Work Schedules and Shift Exchange

- (a) Work schedules shall be posted every four (4) weeks and shall be two (2) weeks in advance. Employees may, for their own convenience, exchange shifts with other employees provided they receive prior approval from their supervisor and provided that the Employer is not responsible or liable for overtime rate claims and non-compliance with any provisions of the Collective Agreement 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.
- (b) When an employee request 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.

12.05 Shift Preference

Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work and providing that there is a vacancy in the shift requested. Employees are not required to split shifts to work rotating shifts.

12.06 Change Shift

- (a) Twenty-four (24) hours notice shall be given before change of shift except in emergencies. Failure to provide at least sixteen (16) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period except in emergencies. Employer agrees to post all shift times.
- (b) 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).
- (c) When an employee works overtime in addition to their 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).

12.07 Not Required to Layoff

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

12.08 Distribution of Overtime

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

12.09 Call In

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

12.10 Union Notified of Reduction

Employees shall not have their hours of work reduced without prior notification to the Union by the Employer.

12.11 No Pyramiding

- (a) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under Article 12.
- (b) There shall be no pyramiding of premium pay, overtime pay, sick pay and holiday pay.

12.12 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.

12.13 Minimum Reporting Allowance

An employee who reports for work at their 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 their 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. The Employer's obligation is not applicable where the employee has failed to keep the Employer aware of their telephone number.

12.14 Tag-End

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

ARTICLE 13 – HOLIDAYS

13.01 List of Holidays

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

New Year's Day	August Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Two (2) Float Days
Canada Day	Remembrance Day	

(b) Time off for the float holiday shall be arranged through mutual agreement between the employee and the Employer. The employee must have a minimum of six (6) months of service in order to be eligible for a float holiday.

13.02 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.

13.03 Must Work

An employee scheduled to work on a holiday must work on the holiday in order to qualify for holiday pay, except where such absence is due to sickness or other authorized leave of absence.

13.04 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day) to be taken 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.

13.05 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.

13.06 Christmas or New Year's Off

The Employer shall arrange for employees to have either Christmas or New Year's Day off. Seniority shall be the deciding factor in the event of a conflict of preference.

13.07 WSIB

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

ARTICLE 14 – VACATIONS

14.01 Length of Vacation

(a) All classifications except as set out in (b) below.

Employees shall receive an annual vacation with pay in accordance with continuous credited service prior to June 30th in any year as follows:

One (1) year of service	Two (2) weeks
Two (2) years of service	Three (3) weeks
Eight (8) years of service	Four (4) weeks
Fifteen (15) years of service	Five (5) weeks
Twenty-two (22) years of service	Six (6) weeks
Twenty-eight (28) years of service	Seven (7) weeks

(b) Registered Nurses, Graduate Nurses, and R.P.N.'s

Employees shall receive an annual vacation with pay in accordance with continuous credited service prior to June 30th in any year as follows:

One (1) year of service	Three (3) weeks
Three (3) years of service	Four (4) weeks
Fifteen (15) years of service	Five (5) weeks
Twenty-two (22) years of service	Six (6) weeks
Twenty-eight (28) years of service	Seven (7) weeks

14.02 Less Than One Year

An employee who has completed less than one (1) year of continuous employment at the vacation cut-off date shall be entitled to a paid vacation on pro-rated basis. However, the Employer is not obligated to provide for the vacation to be taken until the employee has completed six (6) months of employment.

14.03 Entitlement as of June 30

- (a) Where an employee has not completed twelve (12) months employment as of June 30th, he shall receive four percent (4%) of their gross earnings as vacation pay.
- (b) An employee who has completed one (1) year or more of continuous service as of June 30th of any year shall receive vacation in accordance with the schedule presented in Article 14.01 and shall receive vacation pay at the rate of two percent (2%) of their gross annual earnings for each week of vacation entitlement.
- (c) Vacation bank payouts will be made on the first pay of July.

14.04 Vacation Pay Where Employee Terminates with No Notice

Except in an emergency, an employee who does not give two (2) weeks notice to the Employer prior to termination of employment shall be entitled only to an allowance as follows:

- (a) Where the employee has not completed twelve (12) months employment two percent (2%) of their gross pay earned during the current year.
- (b) Where the employee has completed twelve (12) months employment four percent (4%) of their gross pay earned during the current year.

14.05 Illness on Vacation

An employee who falls sick or is injured during vacation and can establish the validity of such sickness or accident to the satisfaction of the Employer, may make arrangements with the Home for a compensating vacation with pay and may receive accumulated sick leave credits for the time they were incapacitated during their vacation.

The time of such compensating vacation will be arranged between the parties and will be taken during a period conducive to efficient operation of the Home.

14.06 Vacation Schedule

The Employer shall ask employees to provide two (2) choices for their vacation preference between March 15th and April 15th. The final vacation schedules will be posted by May 1st and shall not be changed without the consent of the affected employees. If a conflict arises concerning vacation preference, seniority shall be the deciding factor.

Where an employee has been denied vacation due to the seniority provisions of this article the employee will be offered the ability to select alternate dates, awarded by seniority. The Employer will endeavour to accommodate this process, understanding that the deadline for posting may make it impossible to complete the assignment of alternative dates.

14.07 Unbroken Vacation Period

An employee shall be entitled to receive their first three (3) calendar weeks of vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

14.08 Holiday During Vacation

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

14.09 Calendar Week Defined

A calendar week is seven (7) consecutive calendar days beginning on a Monday and ending on a Sunday.

ARTICLE 15 – SICK LEAVE

15.01 Sick Leave Defined

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

15.02 Sick Leave Allowance

All regular bargaining unit employees will be permitted a sick leave allowance of eighteen (18) working days per year. Unused paid sick leave will accumulate at the rate of one and one-half (1½) days per month until a maximum of one hundred and seventy-five (175) days have been reached.

15.03 Complete Probationary Period

An employee may not use sick leave credits until they have completed their probationary period. Upon completion of their probationary period, they will be credited with sick leave credits in accordance with Article 15.02 back to the date of their employment.

15.04 Proof of Illness

Satisfactory proof of illness may be required before payment is made for sick leave. However, an employee shall be given notice by the Home at the time of reporting off ill if medical certificate is to be required.

15.05 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.

15.06 Sick Leave Bank

Retroactive to the date any contributions to a retirement plan commences, employees shall have all prior accumulated sick leave credits frozen at the levels accumulated at that date. Such frozen sick leave credits may be used for non-compensable illnesses and non-compensable disabilities at the employee's direction. Payment for illness or disability shall be based upon the employee's wage rate in effect at the commencement of the illness or disability.

15.07 Termination – Sick Bank

Upon termination, the remaining unused portion of the frozen sick leave bank shall be paid to the employee calculated at the employee's wage rate in effect as of April 1st, 1989.

15.08 Not Eligible for Cash-out

All sick leave credits accumulated on or after the date the retirement plan commenced shall no longer be eligible for cash-out payments upon termination or retirement or death of the employee.

15.09 Severance Allowance

All sick leave accrued by an employee prior to April 1st, 1989 and not subsequently used shall on the severance of the employment relationship by either party be paid out as a severance allowance.

15.10 Employer to Keep Record

A record of all unused sick leave including the unused sick leave bank accrued prior to April 1st, 1989, will be kept by the Employer.

15.11 Sick Leave Credits Posted

Sick leave credits will be posted once yearly. However, an employee shall be advised upon application of the amount of sick leave to their credit.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Personal Leave of Absence

Except in emergency, an employee may request a leave of absence provided he gives the Employer at least fourteen (14) days notice in writing. The notice shall set out the reasons for the proposed leave of absence.

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

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which 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.

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks notice of 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 (h) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of 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 [d].
- (f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing that they intend to take parental leave.
- (i) **Parental Leave**
 - (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
 - (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.

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

An employee may end 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.

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

16.03 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay. 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-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) 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 a parent, spouse, sibling, or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

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

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

16.04 Fraudulent Use of Leave of Absence

In the event any leave of absence granted is not used for the purpose stated by the employee, the employee is subject to penalty. The Employer may request an employee to provide proof that leave of absence was used for the stated purpose.

16.05 No Sick Leave Credit

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

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 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.

16.08 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 a 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.

16.09 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 (7th) 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 – EMPLOYEE HEALTH BENEFITS AND PENSION

17.01 Eligibility Requirements

There is an obligation upon the employees in the bargaining unit to complete all eligibility requirements of the insurer and maintain the same with the insurer in order to be eligible for and the maintenance of the insurance benefits available under the provisions of the Collective Agreement.

17.02 Life Insurance

The Employer shall pay one hundred percent (100%) of the billed premium for a \$35,000, two (2) times the employee's annual salary effective November 20, 2017, Life Insurance Plan for employees who are regularly scheduled to work seventy-five (75) hours bi-weekly who choose to participate in the plan and who have completed seventy (70) calendar days of employment until such employee turns sixty-five (65) years of age or until such employee ceases to be an employee of Extencicare/Bayview, whichever is earlier.

17.03 Major Medical

(a) The Employer shall pay one hundred percent (100%) of the single/family premium, one hundred percent (100%) co-insurance for regular full-time employees of the Green Shield Major Medical Plan or its equivalent, and provide a Rider for Vision Care with a three hundred twenty-five (\$325.00) effective July 1, 2022 maximum every twenty-four (24) months, including eye examinations, per employee and dependent(s).

The Employer shall pay one hundred percent (100%) of the single/family premium, one hundred percent (100%) co-insurance for regular full-time employees of the Green Shield Major Medical Plan or its equivalent, and provide a Rider for Vision Care with a three hundred seventy-five (\$375.00) effective July 1, 2024 maximum every twenty-four (24) months, including eye examinations, per employee and dependent(s).

The Employer shall pay one hundred percent (100%) of the single/family premium, one hundred percent (100%) co-insurance for regular full-time employees of the Green Shield Major Medical Plan or its equivalent, and provide a Rider for Vision Care with a four hundred (\$400.00) effective July 1, 2025 maximum every twenty-four (24) months, including eye examinations, per employee and dependent(s).

(b) Standard generic substitution

- Lowest cost interchangeable drug
- “Enhanced generic” requires medical evidence for drugs where physician indicates “no substitution”
- Lowest priced drug in a therapeutic class

(c) 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.

(d) Effective January 1, 2012, \$300.00 lifetime benefit for hearing aids.

17.04 Dental Plan

The Employer shall pay seventy-five percent (75%) of the Green Shield Dental Plan with Riders 1 and 2 (current O.D.A. rates as may change from time to time) or its equivalent. Recall to nine (9) months for eighteen (18) and older. Six (6) month recall for under eighteen (18). Fluoride only for under eighteen (18).

17.05 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.

17.06 Benefit Coverage

An employee who is absent from work on unpaid leave of absence, other than an absence under the pregnancy and parental leave provision, and who has advised the Employer that they wish to maintain benefit coverage shall not be entitled to benefit coverage where the employee fails to remit payment within ten (10) days after the due date for their benefit coverage payment.

17.07 Substitute Carrier

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

17.08 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 Nursing Homes and Related Industries Pension Plan being a multi-Employer pension plan ("the Plan"). The Employer shall match such contribution, 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 Plan Act, 1987*, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

18.01 Classifications and Rates of Pay

Employees shall be classified and paid in accordance with the provisions set out in Appendix "A" forming part of this Agreement.

18.02 Pay Day

The Employer shall pay salaries and wages every two (2) weeks in accordance with the Appendix "A". On each payday each employee shall be provided with an itemized statement of their wages, hours and deductions and the present pay period shall be maintained.

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 Termination of Employment

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 were terminated or was laid off.

18.04 Higher Paying Position

When an employee temporarily substitutes in, or performs the principal duties of a higher paying position in the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) of a shift, they shall receive the rate of pay applicable to the higher position from the beginning of such assignment. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

18.05 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.

18.06 No Change to Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

18.07 Direct Deposit

The parties agree that, to ensure the efficient payment of wages to employees, the Employer will institute a direct deposit payment system as soon as practicable. Employees will each provide to the Employer or its agent the name and address and bank account number into which the employee's wages shall be deposited. Each employee will notify the Employer immediately upon any change of account into which wages are to be deposited or of any other matters which would affect the Employer's payment of wages to an employee's designated account.

18.08 Payroll Error

- (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 of 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.

18.09 Weekend Premium

Effective July 9, 2021, 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.

18.10 Shift Premiums

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 only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate. Requirement to rotate removed effective on January 1, 2018.

18.11 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.

18.11 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 Transportation

The Employer agrees to continue present practices with reference to the provisions of transportation on Sunday and Statutory holidays.

19.02 Union to Prepare Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their 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.

19.03 Meals and Lockers

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

19.04 Bulletin Board

The Employer shall provide the existing bulletin board in the present staff lounge for the access of all employees and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such notices shall be submitted to the Employer prior to posting.

19.05 Clothing Allowance

The Employer shall pay full-time employees five point five cents (5.5¢) per hour clothing allowance.

19.06 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 of 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.

19.07 Resident Abuse

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

ARTICLE 20 – TECHNOLOGICAL CHANGES

20.01 Notify Union

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

ARTICLE 21 – REGULAR PART-TIME EMPLOYEES CLAUSES

21.01 Part-time Employees

Part-time employees are employees who are employed for not more than twenty-four (24) hours per week and shall be covered by all the terms of the Collective Agreement except as specified below.

- (a) Part-time employees shall accumulate seniority based on actual hours paid (i.e. eighteen hundred (1800) hours shall equal one (1) year's seniority.)
- (b) Part-time employees shall progress through the increment scale in Appendix "A" based on eighteen hundred (1800) hours for the first year rate, thirty-six hundred (3600) hours for the second year rate, and fifty-four hundred (5400) hours for the third year rate.
- (c) The probationary period for part-time employee shall be based upon four hundred and fifty (450) hours paid.
- (d) Part-time employees shall be granted vacation with pay in accordance with Article 14 on a pro-rata basis, based on actual hours paid.
- (e) The benefits set out in Article 15 and 17 shall not apply to part-time employees. In lieu thereof, such employees shall receive a percentage in lieu in addition to their normal hourly rate for all time worked of eight percent (8%).
- (f) 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.
- (g) The Employer agrees that part time employees are eligible for float holidays, parties agree to discuss unpaid lieu days at next Labour Management Meeting.

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 or their 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 them on their 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 he or 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.

22.16 Day of Mourning

Each year on April 28th 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 person's accent or mannerisms
Offensive posters or pictures on paper
Repeated sexual remarks
Physical contact that could be perceived as degrading
Sexual flirtation, advances, propositions
Leering
Comments about a person's sex life
Innuendo, gestures or taunting
Talking about a person's body, disability, attire or sex
- (e) Harassment is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate workplace purpose. For clarity, harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) Where a bargaining unit member complains of harassment by another bargaining unit member, 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 – TERM OF THE AGREEMENT

23.01 Effective Date

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.

SIGNED ELECTRONICALLY THIS 25th DAY OF FEBRUARY 2025.


**FOR EXTENDICARE
BAYVIEW**



Danielle Zhang
Danielle Zhang (May 21, 2025 12:57 EDT)

Lisa Romaniello
Lisa Romaniello (May 21, 2025 10:20 EDT)

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL 1394**



RUBEMELDA MAGILL (Feb 27, 2025 17:24 EST)

Sporospe
Sporospe (Feb 25, 2025 14:26 EST)

R. Samuel
Rose Samuels (Feb 26, 2025 23:59 EST)

Deborah Burke
Deborah Burke (Feb 26, 2025 16:15 EST)

Chris Sutton
Chris Sutton (Feb 25, 2025 12:07 EST)

APPENDIX "A" - WAGES

A.01 Classifications and Wages

Classification	Step	01-Jan-24 3%	01-Jul-24 1%	01-Jan-25 3%	31-Dec-25
Housekeeping, Laundry Dietary Aides (Basic Aides)	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	
Janitor	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	
Handyman	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	
Nurses Aide Activity Aide	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	
Health Care Aide Personal Support Worker	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	
Certified Activity Aide	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	
Cook	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	
Maintenance	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	
RPN (1)	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

RN	Probation	\$33.18	\$33.51	\$34.51	
	Start	\$33.18	\$33.51	\$34.51	
	1 Year	\$34.52	\$34.86	\$35.91	
	2 Years	\$35.80	\$36.16	\$37.25	
	3 Years	\$37.54	\$37.92	\$39.06	
	4Years	\$39.06	\$39.45	\$40.63	
	5 Years	\$40.95	\$41.36	\$42.60	
	6 Years	\$42.78	\$43.20	\$44.50	
	7 Years	\$46.37	\$46.83	\$48.24	
	8 Years	\$50.14	\$50.64	\$52.16	
	9 Years	\$50.14	\$50.64	\$52.16	
Resident Services Aide (RSA)	Probation	\$24.56	\$24.80	\$25.55	
	Start	\$24.85	\$25.10	\$25.85	
	1 Year	\$25.50	\$25.75	\$26.52	
	2 Years	\$26.07	\$26.33	\$27.12	

NOTES

PART-TIME

It is understood that part-time employees will progress on the above classification schedule based on eighteen hundred (1800) hours being equal to one (1) year.

DEFINITION OF STUDENTS

Students are those employees 18 years of age and under attending school and who are working during the summer, Easter and Christmas vacation periods and/or those employees attending school on a full-time basis and who have worked less than a total of one thousand (1000) hours. Students who have worked more than one thousand (1000) hours shall be paid the minimum rate of a dietary aide.

APPENDIX "B" - PAY EQUITY AGREEMENT

BETWEEN

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

and

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

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

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

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

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

The Pay Equity adjustments will be as follows:

- Effective January 1, 2001, seven (\$.07) cents per hour.
- Effective January 1, 2002, eight (\$.08) cents per hour.
- Effective January 1, 2003, fifteen (\$.15) cents per hour.
- Effective September 1, 2003, ten (\$.10) cents per hour.

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

- Effective January 1, 2004, ten (\$.10) cents per hour.
- Effective January 1, 2005, ten (\$.10) cents per hour.
- Effective January 1, 2006, ten (\$.10) cents per hour.

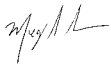
Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity

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

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

SIGNED ELECTRONICALLY THIS 25th DAY OF FEBRUARY 2025.

**FOR EXTENDICARE
BAYVIEW**



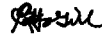
Danielle Zhang

Danielle Zhang (May 21, 2025 12:57 EDT)

Lisa Romaniello

Lisa Romaniello (May 21, 2025 10:20 EDT)

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL 1394**



RUBEMELDA MAGILL (Feb 27, 2025 17:24 EST)

Spgrospe

Spgrospe (Feb 25, 2025 14:26 EST)

R Samuels

Rose Samuels (Feb 26, 2025 23:59 EST)

Deborah Burke

Deborah Burke (Feb 26, 2025 16:15 EST)

Chris Sutton

Chris Sutton (Feb 25, 2025 12:07 EST)

APPENDIX "C"- WORKLOAD REVIEW FORM

WORKLOAD FORM

Employees are required to complete every section of this form prior to submitting it to the Manager (or designate)

Section 1: General Information	
Date/Time of Occurrence:	Date Form Submitted to Employer:
Site/Location:	Department/Unit:
Type of Work Being Performed:	Number of Staff on Duty:
Usual Number of Staff on Duty:	If there was a shortage of staff at the time of the occurrence, please check one or all of the following that apply: <input type="radio"/> Absence: <input type="radio"/> Sick Calls: <input type="radio"/> Vacancies: <input type="radio"/> Off Unit:
Section 2: Details of Occurrence	
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):	
Check One: <input type="radio"/> This is an isolated Incident <input type="radio"/> This is an ongoing problem	
EMPLOYEE Recommended Solution:	

LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., BAYVIEW

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1394

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 25th DAY OF FEBRUARY 2025.

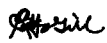
FOR EXTENDICARE/ BAYVIEW




Danielle Zhang
Danielle Zhang (May 21, 2025 12:57 EDT)

Lisa Romaniello
Lisa Romaniello (May 21, 2025 10:20 EDT)


FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1394



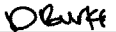
RUBEMELDA MAGILL (Feb 27, 2025 17:24 EST)




Spgorospe (Feb 25, 2025 14:26 EST)



Rose Samuels (Feb 26, 2025 23:59 EST)



Deborah Burke (Feb 26, 2025 16:15 EST)



Chris Sutton (Feb 25, 2025 12:07 EST)

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

AND

EXTENDICARE HEALTH SERVICES INC.

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

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

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

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

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

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

- B. To be provided with each remittance:

- Name
- Social Insurance Number
- Monthly Remittance

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

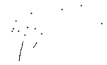
Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

SIGNED ELECTRONICALLY THIS 25th DAY OF FEBRUARY 2025.


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BAYVIEW**



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LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1394

AND


EXTENDICARE/BAYVIEW

RE: BULLETIN BOARDS

The Employer agrees that the Union may post notices of seminars, regular Union meetings and special Union meetings or Union activities without the pre-authorization of the Administrator.

SIGNED ELECTRONICALLY THIS 25th DAY OF FEBRUARY 2025.

**FOR EXTENDICARE
BAYVIEW**



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LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1394

AND

EXTENDICARE/BAYVIEW

RE: RESTORATIVE AIDE BSO RPN, BSO HCA CLASSIFICATION

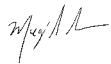
The Central Committee will review the following information with regards to the Restorative Aide or like classification, BSO-RPN, BSO-Health Care Aide:

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 25th DAY OF FEBRUARY 2025.

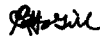
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LETTER OF UNDERSTANDING
BETWEEN
EXTENDICARE (CANADA) INC., BAYVIEW
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1394
RE: RESTORATIVE CARE AIDE

The parties agree that the following employees will maintain the RPN rate of pay while performing the duties of the Restorative Care Aide:

Bayview	Mauren Harrybhall
---------	-------------------

Any employee coming into the Restorative Care Aide will be paid at the Health Care Aide rate.

This Letter of Understanding is subject to any changes agreed to or awarded to the parties through the process set out in the LOU re: Restorative Aide, BSO, RPN, BSO HCA, Classification.

SIGNED ELECTRONICALLY THIS 25th DAY OF FEBRUARY 2025.

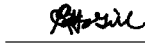
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LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., BAYVIEW

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1394

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 access to 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.

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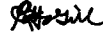
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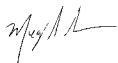
The parties agree to strike a committee, to meet within ninety (90) days of ratification, to discuss the implementation of a Resident Care Aide classification. The Committee will discuss the job duties of the position, the nature of personal care, and the intersection with the work of the Personal Support 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 25th DAY OF FEBRUARY 2025.






FOR EXTENDICARE/ BAYVIEW



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**FOR THE CANADIAN UNION OF
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