

COLLECTIVE AGREEMENT

- between -

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

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION 2770
(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 union 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;

AND WHEREAS the parties agree that for the term of this collective agreement, the terms and conditions of the collective agreements with the part-time office and clerical unit and the part-time service unit shall be in addendum attached to the full-time service unit's collective agreement.

The parties recognize that three (3) separate and distinct bargaining units still exist. Either party may unilaterally, at the commencement of the next negotiations revert to three (3) separate collective agreements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.01 Full-Time Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2770 as the bargaining agent for all employees of Extendicare/Laurier Manor at Ottawa, Ontario, save and except Head Nurses, registered and graduate nurses, undergraduate nurses, recreologist, occupational therapist, physiotherapist, department heads, supervisors, persons above the rank of supervisors, students employed during the school vacation period, persons regularly employed for more than twenty-four (24) hours per week, and persons covered by subsisting collective agreements.

1.02 Part-Time Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2770 as the bargaining agent for all employees of Extendicare/Laurier Manor at Ottawa, Ontario regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Head Nurses, registered and graduate nurses, undergraduate nurses, office and clerical staff, recreologist, occupational therapist, physiotherapist, department heads, supervisors, persons above the rank of supervisors, and persons covered by subsisting collective agreements.

1.03 Office and Clerical Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2770 as the bargaining agent for all office and clerical employees of Extendicare/Laurier Manor at Ottawa, Ontario save and except department heads, supervisors, persons above the rank of supervisors, and persons covered by subsisting Collective agreements.

1.04 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.

1.05 Work of the Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work if such performance results in the lay-off of full-time or part-time employees or reduction of the hours of work or pay of any full-time or part-time employee.
- (b) The Employer is not required to fill a vacancy for any job included in the bargaining unit. This clause does not apply to any emergency situation.

1.06 Contracting Out

The Employer agrees that it will not contract-out any work of the bargaining unit if such contracting out results in either lay offs or a reduction in regularly scheduled hours of work of any regular employee in the bargaining unit.

1.07 Definition of Employees

- (a) A full-time employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week.
- (b) A part-time employee shall be deemed to be an employee who is regularly scheduled to work twenty-four (24) hours per week or less.
- (c) A casual employee shall be deemed to be an employee who is called in to work as needed, but does not work a regular schedule.

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

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

2.03 Union Responsibility

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

ARTICLE 3 - UNION DUES AND SECURITY

3.01 Union Security

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

3.02 Deductions

Deductions shall be made from the payroll biweekly and shall be forwarded to the National Secretary-Treasurer of the Union by not later than the 15th day of the month following, accompanied by a list of the names, classifications, current addresses, phone numbers, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom the deductions have been made. A copy of the list shall be forwarded to the Treasurer of the local at the same time. It is agreed that there shall be no monthly maximum or cap on the dues formula.

3.03 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed ten (10) minutes duration.

3.04 T4

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

3.05 Save Harmless

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

ARTICLE 4 - CORRESPONDENCE

4.01 Between the Parties

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or their designate and the Secretary of the Union with a copy sent to the National Representative of the Union and the Designated Labour Relations representative at Extendicare Corporate Office. Correspondence may be conducted in either French or English.

4.02 Official Language

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

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 Representation

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

5.02 Bargaining Committee

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

5.03 Labour-Management Relations Committee

- (a) The parties hereby agree that the joint Labour/Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Home who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the agenda. It is understood that the Labour/Management Committee shall be the same committee for both the full-time and part-time bargaining units.

Workload Complaint

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

5.04 Representative of Canadian Union

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

5.05 Meeting of Committee

In the event either party wishes to call a meeting of the Grievance Committee, the meeting shall be held at a time and place fixed by mutual agreement and if possible such meeting will be held not later than ten (10) working days after the request has been given.

5.06 No Strikes or Lockouts

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards and one (1) of whom shall be the Chief Steward, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure and such stewards shall have completed thirty (30) days of service with the Employer. It is understood the three (3) stewards from the part-time bargaining unit will be the same stewards appointed or elected from the full-time bargaining unit. However, the Employer also agrees that one (1) additional steward may be elected or appointed by the Union who shall be a member of the part-time bargaining unit.

6.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward and the Chief Steward before the Employer shall be required to recognize them. The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

6.03 Permission to Leave Work

The Union understands that each Steward is employed to perform full-time work for the Employer. Therefore, no steward shall leave their work without obtaining the permission of their supervisor. The Employer shall notify the steward within one (1) hour of the request as to when they may leave their place of work. 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. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Home, but not for arbitration.

6.04 Definition of Grievance

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.

6.05 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.

6.06 Policy Grievance

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

6.07 Group Grievance

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

6.08 Arbitration Request

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

6.09 Definition of Working Days

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

ARTICLE 7 - ARBITRATION

7.01 Dispute Resolved by Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 6.08 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within five (5) working days or should the appointee fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

7.02 Fees and Expenses

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties a Sole Arbitrator may be substituted for a Board of Arbitration.

7.03 Arbitration Board Authority

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

7.04 Decision

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

7.05 Time Limits

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

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right to Have Steward Present

(a) An employee subject to disciplinary action which is to be recorded in the employee's personnel file shall have the right, to the presence of a Union Steward.

(b) **Warnings**

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

8.02 Discharge Procedure

An employee who has completed their probationary period may be dismissed but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee, but shall immediately report such action to the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of a steward if such steward is available. 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 Article 6, Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such cases.

8.04 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.

8.05 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.

8.06 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 Seniority Defined

- (a) For full-time employees seniority is defined as the length of service in the bargaining unit since the last date of hire. Seniority shall be used in determining preference for promotions, transfers, demotions, lay-offs and recalls when the employee concerned has the required ability, experience and qualifications for the job. Seniority shall operate on a bargaining unit wide basis.
- (b) When an employee transfers from a full-time position to a part-time position, seniority in terms of days and years accumulated in the full-time position shall be converted to hours under Appendix "A" Article G.2 and vice-versa when going part-time to full-time.

9.02 Seniority List

A seniority list for full-time employees shall be posted in January and July of each year. This list shall show the employee's seniority in terms of service with the Employer since most recent date of hire. During the first thirty (30) calendar days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing, and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union. A copy of such list shall be forwarded to the Union.

9.03 Probationary Employees

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

9.04 Loss of Seniority

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

- (a) voluntarily 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.

9.05 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.

9.06 Nursing Home Transfers

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

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, at least thirty (30) days prior to leaving employment at the former home. Such notice shall include the 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 Extendicare Nursing Home to another as a result of this transfer procedure, they will retain any service that they had previously accrued. The applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will exercise bargaining unit seniority accrued at the new facility for purposes of transfers, promotions, lay-offs and reductions in hours.

9.07 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.

(c) **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.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01

(a) **Job Postings**

When a vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the main bulletin board for a minimum of one (1) week to a maximum of two (2) weeks in order that all members will know about the position and be able to make written application thereto. The Employer shall also forward a copy of such posting to the Secretary of the Union. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of one month and one-half. The Employer endeavour to distribute shifts as equally as possible. The Employer will advise the Union by notice on the main bulletin board of the successful internal applicant within thirty (30) calendar days from the date the posting is removed by the Employer.

(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) **Method of Making Appointments**

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

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

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

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

10.02 Information on Postings

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

10.03 No Outside Advertising

The Employer may advertise outside for additional employees provided that present employees have had an opportunity to apply.

10.04 Trial Period

- (a) The successful applicant shall be placed on trial for a period of three hundred (300) hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred (300) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds 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.

10.05 No Applicants for Full-time Vacancies

Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the home. In the event one (1) or more part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided they can perform the work.

10.06 No Applicants for Part-time Vacancies

Where vacancies are posted for positions within the part-time bargaining units and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from full-time employees will be considered prior to consideration of persons not employed by the home. In the event one (1) or more full-time employees apply, the Employer shall consider the qualifications, experience, ability

and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided they can perform the work.

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 (or in the case of part-time units employees) 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.

11.02 Reduction of Hours

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.

11.03 Notice of Permanent Layoff

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 the affected employee as follows:
 - if their service is greater than nine (9) years – nine (9) weeks' notice
 - if their service is greater than ten (10) years – ten (10) weeks' notice
 - if their service is greater than eleven (11) years – eleven (11) weeks' notice
 - if their service is greater than twelve (12) years – twelve (12) weeks' notice
- (c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, 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.

11.04 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.

11.05 Recall Rights

- (a) 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.

The job posting provisions set out in the collective agreement shall apply. Employees with seniority who are laid off will be mailed a copy of job posting to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, they shall have no further rights with regard to recall.

- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

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

12.02 No Guarantee

The provisions contained in Article 12.01 above do not represent a guarantee of daily or weekly hours of work.

12.03 Shift Schedules

- (a) Consistent with the proper management of the nursing home and provided that the scheduling of days off will not unduly affect the proper operations of the nursing home, the Employer shall endeavour to arrange schedules such that all employees shall not be pre-scheduled for more than six (6) consecutive days in a row without their consent.
- (b) Employees will submit their availability in writing to the department head or their designate stating the shifts they will be available for at the time that the call-in list is updated, if nothing is submitted, the previous availability will remain in effect.
- (c) Errors in the schedule will be corrected as soon as possible by the supervisor who made the schedule.

The two (2) week scheduled period immediately following the posting of the schedule may not be changed, unless mutually agreed between the employee and the Employer, except in the instances of scheduling errors.

Employees requesting specific days off must submit their requests in writing to their supervisor at least two (2) weeks in advance of the schedule being posted.

- (d) When an employee requests time off in writing from a scheduled day of work which falls within two pay periods, the Employer shall endeavor to provide the employee with a response in seventy-two (72) hours.

12.04 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.

12.05 Change of shift

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

12.06 Time Off Between Shifts

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

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

12.08 Shift Premium

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty cents (\$0.30) for each hour worked on the afternoon or night shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Effective January 1, 2018, all employees shall receive a shift premium of thirty cents (\$0.30) for each hour worked on the afternoon or night shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

- (b) Effective December 4, 2020, a weekend premium of thirty-five cents (35¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday.

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

12.09 Shifts Defined

The night shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 10:30 p.m. and 6:30 a.m. The day shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 6:30 a.m. and 2:30 p.m. The afternoon shift shall be defined as the shift where the majority of hours worked by an employee fall between the hours of 2:30 p.m. and 10:30 p.m.

12.10 Call-In

- (a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- (b) Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid from the normal commencement of the shift provided that the employee works the remainder of the shift.
- (c)
 - (i) Call-in shall be distributed to full-time employees on the availability list, working less than seventy-five (75) hours biweekly first, up to a maximum of seventy-five (75) hours biweekly.
 - (ii) Then, call-in shall be distributed to part-time employees on the availability list, in an even manner, on a rotating basis.
 - (iii) Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the vacancy is filled. Succeeding call-ins call will commence with the person below the last person to accept a call-in and so on, on a rotational basis.
 - (iv) Each telephone call will be indicated on the call-in sheet as to "worked", "no answer" or "refused".
 - (v) "No answer" and "refused" shall be counted as "worked" for the purposes of the call-in rotation.
 - (vi) Employees' first commitment is to their previously scheduled shifts.
- (d) This article will not apply in outbreak or emergency situations.

- (e) The Employer shall maintain call in lists for each job classification by shift. The lists shall consist of the names of those employees who wish to be available for casual call-in and their phone numbers.
- (f) Employees will submit changes to their posted hours (i.e. switches) in writing to the Director of Care or their designate at least three (3) days in advance of the specified date, except in the case of personal emergencies.
- (g) It is agreed that an employee who commits to call-in will meet that commitment. Failure to do so on a consistent basis will result in the removal of their name from the list for the balance of the schedule.

12.11 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for seven and one-half (7½) hours, notwithstanding the fact they have worked either six and one-half (6½) hours or eight and one-half (8½) hours.

12.12 Split Shifts

The Employer agrees that there shall be no split shifts.

12.13 No Pyramiding

In no event shall there be pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

12.14 Overtime

- (a) Authorized work performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in a two (2) week period or authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one-half (1½) the employee's regular hourly earnings.
- (b) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period will not qualify for overtime on assigned day(s) off until they have completed seventy-five (75) hours of work in the scheduled two (2) week pay period.

12.15 Sharing 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 and have indicated their availability for overtime shifts.

12.16 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. This obligation is not applicable where the employee has failed to keep the Employer aware of their telephone number.

12.17 No Lay off to Compensate for Overtime

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

12.18 Minimum Call-Back

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

12.19 Tag-End

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

12.20 It is agreed and understood that any employee wishing to be considered as "casual" as defined by Article 1.07(c) commit to scheduling in call-in availability for a minimum of one (1) weekend of every two (2) to maintain their casual status and will submit their availability two (2) weeks before the schedule is posted. It is the employee's responsibility that they check the posted schedule prior to the commencement of the pay period.

Casual employees who do not honour their commitment to their availability or consistently refuse call-ins will be removed from the schedule.

ARTICLE 13 - HOLIDAYS

13.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Two (2) float days to be taken on a day mutually agreed upon between the Employer and the employee.

13.02 Holidays Falling on Weekend

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

13.03 Holidays on Day Off

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.

13.04 Christmas or New Year's Off

The Employer shall provide at least three (3) consecutive calendar days off at either Christmas or New Year's alternately, unless otherwise, arranged in accordance with Article 12.05.

13.05 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.

13.06 Payment for Holidays

Any employee who qualifies for holiday pay and 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.

13.07 Holiday Pay

An employee shall receive pay for the above noted holidays, provided they qualify, calculated on the basis of the employee's average daily regular hours of work in the thirty (30) calendar days immediately preceding the holiday multiplied by the employee's regular hourly rate of pay.

13.08 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) Employees shall receive an annual vacation with pay for the vacation year prior to the commencement of the vacation period as follows:

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of continuous service	2 weeks of vacation at 4% of total earnings
Two (2) years of continuous service	3 weeks of vacation at 6% of total earnings
Eight (8) years of continuous service	4 weeks of vacation at 8% of total earnings
Fifteen (15) years of continuous service	5 weeks of vacation at 10% of total earnings
Twenty-two (22) years of continuous service	6 weeks of vacation at 12% of total earnings
Twenty-eight (28) years of continuous service	7 weeks of vacation at 14% of total earnings

(b) "Total earnings" as set out above is the percentage of gross earnings paid by the Employer during the vacation year in which entitlement is earned.

14.02 Holidays During Vacation

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

14.03 Vacation Pay on Termination

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

14.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

14.05 Vacation Schedules

Vacation schedules shall be posted by May 31st each year and shall not be changed unless mutually agreed to by the employee and the Employer. The vacation year shall be recognized from June 1st of any year to May 31st of the following year, the pay period previous to May 31st, the Employer shall show on the individual's cheque stub said amount earned for vacation pay purposes.

Vacation bank payouts will be made on the first pay of June.

14.06 Unbroken Vacation Period

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

14.07 Illness During Vacation

- (a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

- (b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation except for circumstances beyond the reasonable control of the Employer.

14.08 Confirm in Writing

Upon receiving a request for vacation, the Employer will endeavour to confirm in writing within one (1) week as to whether vacation will be granted.

ARTICLE 15 - SICK LEAVE

15.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an accident, for which compensation is not payable under the *Workplace Safety & Insurance Act*, shall be covered by these sick leave provisions.

15.02 Sick Leave Credits

No paid leave for sickness will be allowed to employees during the first 487.5 hours paid of their employment. Thereafter, the employees shall be credited with four and one-half (4½) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1½) days of sick leave for each 162.5 hours paid. The maximum accumulation shall be one hundred and fifteen (115) days.

15.03 Proof of Illness

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

15.04 Medical Certificate

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

15.05 Notice - Return to Work

Employees being off work on illness leave will report to their Department Heads by no later than 15:30 of the day previous to the day which they intend to return back to work; otherwise they will not be guaranteed work or pay should they return to work without notice as herein provided.

15.06 Sick Leave During Leave of Absence

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

15.07 Sick Leave Without Pay

Sick leave without pay may be granted at the discretion of the Employer to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

15.08 Calculation of Frozen Sick Leave Cash Out for employees who were employed between June 1, 1985 and April 2, 1996

An employee with more than five (5) years of continuous service who leaves their employment or who retires will be paid fifty percent (50%) of the unused portion of their accumulated leave for illness, the maximum payment being fifty (50) days. In the event of the death of an employee, the payment under the conditions above noted will be made to the estate of the deceased.

15.09 Sick Leave Bank pursuant to 15.08

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

15.10 Sick Leave Records

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

15.11 Supplementation of the Workplace Safety & Insurance Board

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the *Workplace Safety & Insurance Act*, shall receive on request by the employee, the difference between the amount payable by the Workplace Safety & Insurance Board and their regular salary and such payments shall be deducted from the employee's sick leave credits, provided that the employee is participating in the return-to-work program. If the employee has no sick leave credits, no payment is required under this section. For employees who cannot travel to seek medical treatment as a result of an accident that occurred on the premises of the Employer, the Employer will provide transportation.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 For Union Business

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

16.02 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.

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

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

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

16.04 Pregnancy and Parental Leave

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

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

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which 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 16.04 (i) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of 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 16.04 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 16.04 (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 16.04 [d].

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

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

(h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that 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 16.04 [a], [d], [e], [f], [g] and [h] shall also apply.

16.05 Education Leave

- (a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (b) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that 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.

16.06 Personal Leave

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

16.07 Paid Jury or Court Witness Duty Leave

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

16.08 Emergency Leave

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

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 - HEALTH BENEFITS

17.01 Insured Benefits

Subject to the cost sharing provision set out in Article 17.06 and any restrictions of the carrier including any enrolment requirements, the Employer will make the following insured benefits available to all employees following seventy (70) calendar days of employment providing they are actively at work.

(a) Group Life Insurance

\$35,000 group life, two (2) times the employee's annual salary effective November 20, 2017, reducing to fifty percent (50%) at age sixty-five (65) and terminating at age seventy (70) - premium paid one hundred percent (100%) by the Employer.

(b) Extended Health Care

- (i) Premium paid one hundred percent (100%) by the Employer.
- (ii) 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
- (iii) The Employer will continue a pay-direct drug card with a \$7.50 cap on dispensing fee and, provision of a \$1.00 fee per prescription. Positive enrolment and coordination of benefits to be included.

(c) **Vision**

Vision care for employees and dependents shall have a benefit of three hundred twenty-five (\$325.00) effective July 1, 2022, every two (2) years - premium paid one hundred percent (100%) by the Employer.

Vision care for employees and dependents shall have a benefit of three hundred seventy-five (\$375.00) effective July 1, 2024, every two (2) years - premium paid one hundred percent (100%) by the Employer.

Vision care for employees and dependents shall have a benefit of four hundred (\$400.00) effective July 1, 2025, every two (2) years - premium paid one hundred percent (100%) by the Employer.

(d) **Dental Plan**

Equivalent to Blue Cross #9 based on current ODA fee schedule as amended from time to time - premium paid fifty percent (50%) by the Employer. Recall to nine (9) months for eighteen (18) and older. Six (6) month recall for under eighteen (18). Fluoride only for under eighteen (18).

(e) **Hearing Aide**

Lifetime benefit of 300\$

17.02 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.

17.03 Legislation

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

17.04 Uniform Allowance

Employees shall be reimbursed for the purchase of uniforms which they are required to wear while on duty. Only employees who have completed the probationary period are eligible for such reimbursement. Reimbursement shall be calculated on the basis of five and one-half (5½) cents per hour paid by the Employer including vacation hours. The reimbursement shall be issued to employees by January 31st following the end of the calendar year.

17.05 Benefits Subject To

The benefits herein provided are subject to the terms and conditions of the underlying legislation, policies or plans of insurance in force. Where there is a conflict between the terms and conditions of such legislation, policies or plans of insurance and the provisions of this agreement, terms and conditions of such legislation, policies or plans shall govern.

17.06 Pro-ration of Benefits

- (a) Accrual and payment of all benefits including shared cost arrangements and paid holidays, for all employees unless specifically noted otherwise shall be on a pro-rata basis of hours regularly paid in relation to seventy-five (75) hours bi-weekly.
- (b) Pro-rated amounts are specified in 17.05 [a] above will be based upon total hours paid in the preceding six (6) month period ending June 30th and December 31st. The total hours paid during the preceding six (6) month period divided by nine hundred and seventy-five (975) hours shall be the percentage used for calculating the pro-rated amounts under 17.06 [a] above for the following six (6) month period.
- (c) The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hours bi-weekly position. In this instance, the employee will immediately receive entitlement at one hundred percent (100%) of the Employer's paid share of the benefits.
- (d) Employees who work more than sixty-six (66) hours bi-weekly, in the preceding six (6) month period ending December 31st and subsequently determined every six (6) month period ending June 30th and December 31st, shall have one hundred percent (100%) of the Employer's portion of insured benefits paid by the Employer.

17.07 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

17.08 Pension Plan

- (a) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (b) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.
- (d) The Employer and the employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- (e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- (f) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act, 1987*, which the Administrator may reasonable require in order to properly record and process pension contributions and pension benefits.
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 17.08 [a] will be paid to the employee.

17.09 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:

- major medical;
- vision;
- dental.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

- (a) The Employer shall pay salaries and wages every two (2) weeks on Tuesdays by direct deposit, with a nine (9) days hold-back in accordance with Appendix "B" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions.
- (b) The employee shall provide, in the case of a direct deposit system pay notices (stubs), in a personalized sealed envelope for each employee if the stubs is not handed to them directly by office or management personnel does not include RN's or RPN's.
- (c) The Employer shall provide, in the case of a digital pay system, confidential digital access to their pay stub, with access to a printer.

18.02 Equal Pay for Equal Work

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

18.03 Pay During Temporary Transfers

- (a) 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 a shift, the employee shall be paid the rate in the salary range immediately above their current rate from the commencement of the shift on which they were assigned the job.
- (b) When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

18.04 Wage Progression

Employees will progress within their classification from the start of rate to the one-year rate and so on, on the basis of eighteen hundred (1,800) paid hours. Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid under the *Workplace Safety & Insurance Act* shall be considered as hours paid for the purpose of advancement on the wage grid.

18.05 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) 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 (1/2) 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.

18.06 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 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the rights to post notices of meetings and such other notices as may be of interest to the employees provided such notices are approved and initialled by the Administrator. Such approval shall not unreasonably be withheld.

19.02 Overtime Meal Allowance

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

19.03 Copies of Agreement

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

19.04 Equipment and Clothing

The Employer agrees to provide the Cooks and Dietary Aides in the Dietary Department with aprons, hairnets and hats as appropriate.

19.05 Payroll Errors

- (a) If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to 5.5 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.

19.06 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 classifications in the bargaining unit having regards to the duties and responsibilities involved.
- (b) Any change in the rate established by the Employer as mutually agreed 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.

19.07 Resident Abuse

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

19.08 Termination of Employment

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

19.09 Translation of Collective Agreement

The parties shall obtain a quote on cost of Translation of applicable collective agreements. The cost of translation shall be shared. It is understood that should there be any discrepancies between the French and English versions of the collective agreement, the English version shall prevail.

19.10 Payment for In-Service

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

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 - HEALTH AND SAFETY

21.01 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.

21.02 Monthly List

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

21.03 Accident Report

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

21.04 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.

21.05 Joint Health and Safety Committee

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

21.06 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.

21.07 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.

21.08 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.

21.09 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.

21.10 Aggressive Residents

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

21.11 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.

21.12 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.

21.13 Employee Obligation

A worker shall,

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

21.14 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.

21.15 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.

21.16 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.

21.17 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.

21.18 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 Extencare's values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.
- (b) Harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.
- (c) Harassment is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.
- (d) The following examples could be considered as harassment but are not meant to cover all potential incidents:
 - Name calling
 - Racial slurs or joke
 - Mimicking a persons accent or mannerisms
 - Offensive posters or pictures on paper
 - Repeated sexual remarks
 - Physical contact that could be perceived as degrading
 - Sexual flirtation, advances, propositions
 - Leering
 - Comments about a persons sex life
 - Innuendo, gestures or taunting
 - Talking about a persons body, disability, attire or sex
- (e) Harassment is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate workplace purpose. For clarity, harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

(f) Where a bargaining unit member complains of harassment by another bargaining unit member, they shall bring such complaint to the attention of the Employer and the Union. The Employer will then initiate a complete investigation of the complaint with the presence of the Union, and report the findings back to the Union and the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's Supervisor or a Steward they may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

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

(g) Should the complainant not be satisfied with the Employer's response they are entitled to file a grievance under the terms of this Collective Agreement.

(h) In support of providing and maintaining an environment free of harassment, the Employer and the Union will ensure that all staff members, volunteers and persons with the practicing privileges in the facility are informed that harassment, including sexual harassment, in the workplace, is an offence under the law.

ARTICLE 22 - TERM OF AGREEMENT

22.01 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.

22.02 Changes in Agreement

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


22.03 Notice of Changes

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

SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

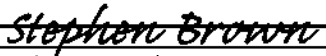
**FOR CUPE AND ITS LOCAL UNION
2770**



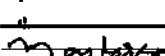
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Ian Rayment (2025-06-26 13:05 EDT)



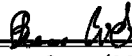
Stephen Brown (2025-06-26 13:36 EDT)



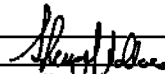
Mary Joseph (2025-06-26 14:04 EDT)



Armandel Weidmichael (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)

APPENDIX "A"

PART-TIME AND PART-TIME OFFICE AND CLERICAL EMPLOYEE CLAUSES

A. Agreement Applies To

The following clauses shall apply to employees as defined in Articles 1.02 ("part-time employees") and 1.03 ("office and clerical employees"). All clauses in the body of the collective agreement apply to these employees except as is specified hereafter.

B. Work of the Bargaining Unit

B.1 Article 1.05 does not apply to part-time office and clerical employees.

C. Bargaining Committee

C.1 Article 5.02 does not apply to part-time or part-time office and clerical employees.

C.2 A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than two (2) members of the part-time bargaining unit as appointees for the Union, if possible, but may be members of the full-time bargaining unit. It is understood that full-time bargaining unit members will not be paid by the Employer for any time spent in negotiating this agreement or its renewal. The Union will advise the Employer in writing of the Union nominees to the Committee. No more than two (2) employees from the same classification shall form part of this Committee.

Any part-time bargaining unit employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

C.3 A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than two (2) members of part-time office and clerical bargaining unit as appointees for the Union. (See Letter of Understanding attached hereto).

D. Labour Management Relations Committee

D.1 The parties hereby agree that the joint Labour/Management Committee referred to in Article 5.03 may be expanded to include one additional member from the part-time employee of the office and clerical unit.

E. Health and Safety Committee

E.1 The parties hereby agree that the joint health and safety committee referred to in Article 21 may be expanded to include one additional member from the part-time office and clerical unit.

F. Election of Stewards

F.1 Article 6.01 does not apply to part-time office and clerical employees. In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect one (1) steward from the part-time employee of the part-time office and clerical unit whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure and such stewards shall have completed thirty (30) days of service with the Employer. In the event that the Union is unable to provide part-time clerical steward, it may appoint a steward from the full-time support bargaining unit to represent the part-time clerical bargaining unit.

G. Seniority

G.1 Article 9.01 (a) does not apply to part-time or part-time office and clerical employees.

G.2 Seniority is defined as the total number of hours worked in the bargaining unit and shall include those hours worked since most recent date of hire. Part-time employees and part-time office and clerical employees shall accrue seniority on the basis of eighteen hundred (1,800) hours worked equals one (1) year of service. Effective January 1, 2004, notwithstanding the above, a part-time employee cannot accrue more than one (1) year.

G.3 Seniority shall be used in determining preference for promotions, transfers, demotions, lay-offs and recalls when the employee concerned has the required ability, experience and qualifications for the job. Seniority shall operate on a bargaining unit wide basis.

G.4 Article 9.02 does not apply to part-time or part-time office and clerical employees. A seniority list for part-time and part-time office and clerical employees shall be posted in January and July of each year. This list shall show the employee's seniority in terms of total number of hours paid by the Employer since most recent date of hire. During the first thirty (30) calendar days of the posting, the employees shall have an opportunity of questioning their own individual seniority standing, and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union. A copy of such list shall be forwarded to the Union. The seniority of part-time and part-time office and clerical employees shall be shown in terms of the total number of hours paid to each employee.

G.5 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.

H. Hours of Work

H.1 Articles 12.03, 12.06, 12.08(a) and 12.12 do not apply to part-time office and clerical employees.

H.2 Articles 12.06, and 12.12 do not apply to part-time employees.

I. Overtime

I.1 Articles 12.15 and 12.18 does not apply to part-time or part-time office and clerical employees.

J. Holidays

J.1 Article 13.03 does not apply to part-time or part-time office and clerical employees.

J.2 In addition to 13.05, in order to qualify for holiday pay, part-time and part-time office and clerical employees must have earned wages for at least eight (8) working days in the thirty (30) calendar days immediately preceding the holiday.

K. Vacations

K.1 Articles 14.01, 14.02, 14.04, 14.05 and 14.06 do not apply to part time and part-time office and clerical employees.

K.2 The vacation year shall be recognized from June 1st of any year to May 31st of the following year. All employees shall receive their vacation pay within thirty (30) calendar days following the May 31st cut-off date.

Vacation bank payouts will be made on the first pay of June.

K.3 Employees shall receive an annual vacation with pay for the vacation year prior to the commencement of the vacation period as follows:

Less than 1800 Paid Hours	4% of total earnings
1,800 paid hours but less than 3,600 paid hours	Two (2) weeks vacation at four percent (4%) of total earnings
3,600 paid hours but less than 14,400 paid hours	Three (3) weeks vacation at six percent (6%) of total earnings
14,400 paid hours but less than 27,000 paid hours	Four (4) weeks vacation at eight percent (8%) of total earnings
27,000 paid hours but should less than 41,400 paid hours	Five (5) weeks vacation at ten percent (10%) of total earnings
39,600 paid hours but less than 50,400 paid hours	Six (6) weeks vacation at twelve percent (12%) of total earnings
50,400 paid hours or more	Seven (7) weeks vacation at fourteen percent(14%) of total earnings

"Total earnings" as set out above is deemed to mean gross earnings paid by the Employer during the vacation year in which entitlement is earned.

M. Employee Benefits

M.1 Article 17.06 does not apply to part-time or part-time office and clerical employees.

M.2 Effective December 5, 2013, each part-time employee will receive a premium of 6.5% for each hour paid at their straight time hourly rate in lieu of the group benefits set out in Article 17 of the collective agreement, namely; life insurance, group medical insurance and dental plan.

APPENDIX "B" - WAGES - SERVICE

B.01

CLASSIFICATION	FULL TIME	PART TIME	01-Jan-24 3%	01-Jul-24 1%	01-Jan-25 3%	31-Dec-25
Housekeeping Laundry Dietary Aides Basic Aides	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$22.69 \$22.99 \$23.61 \$24.17	\$22.92 \$23.22 \$23.84 \$24.42	\$23.61 \$23.92 \$24.56 \$25.15	
Janitor	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$22.69 \$22.99 \$23.61 \$24.17	\$22.92 \$23.22 \$23.84 \$24.42	\$23.61 \$23.92 \$24.56 \$25.15	
Handyman	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$22.96 \$23.25 \$23.88 \$24.42	\$23.19 \$23.48 \$24.11 \$24.67	\$23.88 \$24.18 \$24.84 \$25.41	
Nurses Aide Activity Aide	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$22.98 \$23.28 \$23.84 \$24.42	\$23.21 \$23.51 \$24.08 \$24.67	\$23.91 \$24.22 \$24.81 \$25.41	
Health Care Aide Personal Support Worker	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$26.42 \$26.72 \$27.39 \$27.96	\$26.68 \$26.99 \$27.66 \$28.24	\$27.48 \$27.79 \$28.49 \$29.09	
Certified Activity Aide	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$23.22 \$23.51 \$24.18 \$24.77	\$23.45 \$23.75 \$24.43 \$25.02	\$24.15 \$24.46 \$25.16 \$25.77	
Cook	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$25.74 \$26.04 \$26.23 \$26.78	\$26.00 \$26.30 \$26.50 \$27.05	\$26.78 \$27.09 \$27.29 \$27.86	
Maintenance	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$25.74 \$26.04 \$26.23 \$26.78	\$26.00 \$26.30 \$26.50 \$27.05	\$26.78 \$27.09 \$27.29 \$27.86	
RPN	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$29.34 \$29.64 \$30.24 \$30.87	\$29.34 \$29.64 \$30.24 \$30.87	\$30.53 \$30.84 \$31.46 \$32.11	\$33.03 \$33.34 \$33.96 \$34.61
Resident Services Aide (RSA)	PROBATION START 1 YEAR 2 YEAR	>450hrs 450-1799hrs 1800-3199 3200>	\$24.56 \$24.85 \$25.50 \$26.07	\$24.80 \$25.10 \$25.75 \$26.33	\$25.55 \$25.85 \$26.52 \$27.12	

APPENDIX “B” – WAGES – CLERICAL

CLASSIFICATION	FULL TIME	PART TIME	01-Jan-24 3%	01-Jul-24 1%	01-Jan-25 3%
Receptionist	PROBATION	>450hrs	\$22.05	\$22.27	\$22.94
	START	450-1799hrs	\$22.35	\$22.57	\$23.25
	1 YEAR	1800-3199	\$22.90	\$23.13	\$23.82
	2 YEAR	3200>	\$23.40	\$23.64	\$24.34
DOC Clerk	PROBATION	>450hrs	\$22.69	\$22.92	\$23.61
	START	450-1799hrs	\$22.99	\$23.22	\$23.92
	1 YEAR	1800-3199	\$23.61	\$23.84	\$24.56
	2 YEAR	3200>	\$24.17	\$24.42	\$25.15
Scheduling and Attendance Coordinator (SAC)	PROBATION	>450hrs	\$23.30	\$23.53	\$24.24
	START	450-1799hrs	\$24.50	\$24.75	\$25.49
	1 YEAR	1800-3199	\$25.71	\$25.97	\$26.74
	2 YEAR	3200>	\$26.93	\$27.20	\$28.02

NOTES:

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

Nurses Aides who have successfully completed a Health Care Aide course recognized by the Employer shall be paid in line with the Health Care Aide rate structure set out above.

B.02 Retroactivity

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

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

Retroactivity will be paid by separate cheque and be itemized.

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, 2770, 2951, 3127, 3128 AND, 4788
(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*.

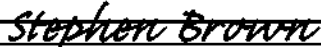
SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

**FOR CUPE AND ITS LOCAL UNION
2770**



Meghan Scherer (2025-06-26 16:25 EDT)



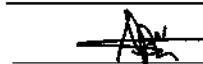
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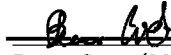
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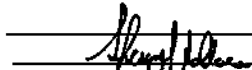
Mary Jo Sponza (2025-06-26 14:04 EDT)



Amanuel Weldinmichael (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)

APPENDIX "C" - WORKLOAD REVIEW FORM

<p>WORKLOAD FORM</p> <p><i>Employees are required to complete every section of this form prior to submitting it to the Manager (or designate)</i></p>
--

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:	<p>If there was a shortage of staff at the time of the occurrence, please check one or all of the following that apply:</p> <p><input type="radio"/> Absence:</p> <p><input type="radio"/> Sick Calls:</p> <p><input type="radio"/> Vacancies:</p> <p><input type="radio"/> Off Unit:</p>
Section 2: Details of Occurrence	
<p>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):</p>	
<p>Check One: <input type="radio"/> This is an isolated Incident <input type="radio"/> This is an ongoing problem</p>	
EMPLOYEE Recommended Solution:	

LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., LAURIER MANOR

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770

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.

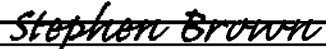
4. If there is still disagreement after the above steps have been followed, then a meeting will be arranged between the Union Representative, Manager, and employee who completed the Workload Review Form, to review unresolved workload issues or concerns that may impact resident care. Alternatively, if the parties agree, the issues raised on the Workload Review Form shall be discussed at labour management.

SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/ LAURIER MANOR



Meghan Scherer (2025-06-26 16:25 EDT)

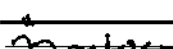


Stephen Brown (2025-06-26 13:36 EDT)


**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL
2770**




Ian Rayment (2025-06-26 13:05 EDT)



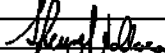
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Amanuel Weidmichael (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)

LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., LAURIER MANOR

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770

RE: 50% CASH-OUT PROVISIONS – FROZEN SICK LEAVE BANK (as of April 2, 1996)

An employee with more than five (5) years of continuous service who was employed between June 1, 1985 and April 2, 1996 and who leaves their employment will be paid fifty percent (50%) of the unused portion of their accumulated leave for illness, the maximum payment being fifty (50) days.

In the event of the death of an employee, the payment under the conditions above-noted will be made to the estate of the deceased.

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 2, 1996, as per Article 15.09(b)

The following employees will qualify for this provision.

Name	Frozen Sick Hours Balance	Frozen Sick Rate	Sick Bank Cash Out at 50%
Arruda Luciana	622.50	13.05	4201.88
Boyer Pauline	611.44	13.50	4127.22
Crete Bruce	365.25	15.06	2750.33
Gilbert Gwendolyn	750	13.86	5197.50
Jean-Louis Conception	713.75	13.86	4946.29
Sponza Mary Jo	425.05	13.65	2900.97
Untiveros Aureliano	441.75	13.50	2981.81

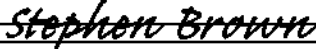
SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

FOR CUPE AND ITS LOCAL UNION
2770



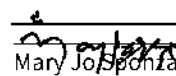
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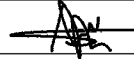
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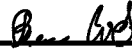
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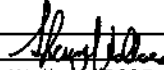
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Amanuel Weldimichael (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)


LETTER OF UNDERSTANDING
BETWEEN
EXTENDICARE (CANADA) INC., LAURIER MANOR
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770
RE: PARKING

For the period ending December 31, 2021, the Employer agrees to continue its practice with respect to employee parking.

SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

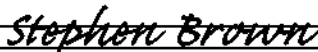
**FOR CUPE AND ITS LOCAL UNION
2770**



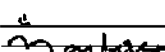
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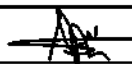
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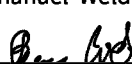
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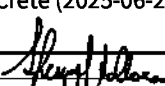
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Amanuel Weidimichael (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)

LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., LAURIER MANOR

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770
(PART-TIME OFFICE AND CLERICAL UNIT ONLY)**


RE: NEGOTIATING COMMITTEE

In addition to Article C.3 in the event the Union is unable to provide a part-time office and clerical employee for the negotiating session it may approve two (2) members from the full-time support bargaining unit one (1) of whom shall be the President of the Local. It is understood that the full-time bargaining unit members will not be paid by the Employer for any time spent in negotiating this agreement or its renewal.

SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR


**FOR CUPE AND ITS LOCAL UNION
2770**



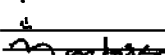
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Stephen Brown (2025-06-26 13:36 EDT)



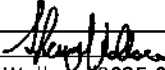
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Amanuel Weldimichael (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES
AND
EXTENDICARE (CANADA) INC.
RE: PENSION PLAN

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 Employees' 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 be current Pension legislation and/or regulations be changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employers, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or as is required by law, whichever is more frequent.

5. The information pursuant to 17.07 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer 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 requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by article .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

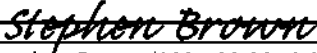
SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

FOR CUPE AND ITS LOCAL UNION
2770



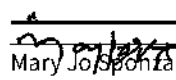
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Stephen Brown (2025-06-26 13:36 EDT)



Ian Rayment (2025-06-26 13:05 EDT)



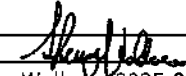
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Amanuel Weidmichraet (2025-06-26 13:58 EDT)



Bruce Crete (2025-06-26 14:12 EDT)



Sherry Wallace (2025-06-26 12:45 EDT)

LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., LAURIER MANOR

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770

RE: RESTORATIVE CARE 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 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

**FOR CUPE AND ITS LOCAL UNION
2770**



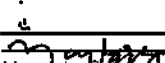
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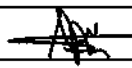
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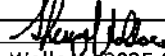
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LETTER OF UNDERSTANDING

**BETWEEN
EXTENDICARE (CANADA) INC., LAURIER MANOR
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770**

RE: RESTORATIVE CARE AIDE

The parties agree that the following employees will maintain their job title of Restorative Care Aide while employed at Extendicare Laurier Manor:

Laurier Manor	Mary Jo Sponza
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These members are grandfathered, but not red circled, and will be paid their present rate of pay, in addition to receiving all general wage increases, wage adjustments, retroactive pay and increases to benefits awarded as a result of collective bargaining while performing the duties of the Restorative Care Aide.


This Letter of Understanding will not be 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.

Restorative Care Aide	Present Wage	01-Jan-2019	01-Jan-2020	01-Jan-2021
	\$26.15	\$26.52	\$26.91	\$27.32

The present wage reflects the previous requirement to be OTA/PTA

certified. **SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.**

**FOR EXTENDICARE/
LAURIER MANOR**



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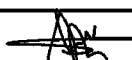
**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
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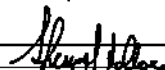
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LETTER OF UNDERSTANDING
BETWEEN
EXTENDICARE (CANADA) INC., Laurier Manor
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770
RE: INFLUENZA VACCINE

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

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

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

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

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

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

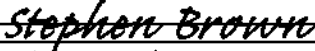
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FOR EXTENDICARE/LAURIER MANOR

FOR CUPE AND ITS LOCAL UNION
2770



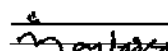
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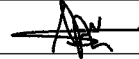
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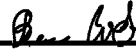
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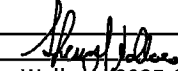
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LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., Laurier Manor

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770


RE: SCHEDULING

Once the administration of scheduling is normalized, consistent with the Collective Agreement, the parties agree to meet in Labour Management to discuss methods to improve the current scheduling practices.

SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/LAURIER MANOR

**FOR CUPE AND ITS LOCAL UNION
2770**



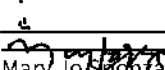
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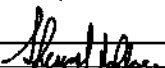
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LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., LAURIER MANOR

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2770


RE: Resident Care Aide Classification

The parties agree that the Resident Care Aide (RCA) falls within the scope of the Collective Agreement, although the Employer is not actively recruiting for these positions. Should the need to hire for RCAs arise in the future, the parties will meet to discuss the implementation and wage grid for this classification.

SIGNED ELECTRONICALLY THIS 26th DAY OF JUNE 2025.

FOR EXTENDICARE/ LAURIER MANOR

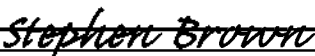
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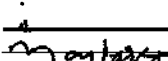
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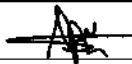
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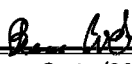
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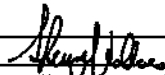
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