



COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF MANAGEMENT
OF THE
DISTRICT OF KENORA HOME FOR THE AGED**

(Pinecrest and Northwood Lodge)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1072**

DURATION: January 1, 2016 to December 31, 2018

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COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF MANAGEMENT OF THE
THE DISTRICT OF KENORA HOME FOR THE AGED
(Pinecrest and Northwood)**

(hereinafter called the "Employer")

of the first part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1072**

(hereinafter called the "Union")

of the second part

ARTICLE 1 - PREAMBLE

1.01 WHEREAS both parties to this agreement recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc., and

1.02 WHEREAS it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement,

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Definitions

In this agreement unless otherwise specified, "employee" means a regular full time employee and a regular part time employee.

2.02 No Other Agreements

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

2.03 Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local Union 1072, as the sole collective bargaining agency for all its employees, which includes Northwood Lodge, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered and graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, occupational therapists, physiotherapists, stationary engineers and those primarily engaged as their helpers, office staff, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.04 Work of Bargaining Unit

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Employer may exercise all the usual rights of management which are not expressly modified by the terms of this agreement. The decision as to whether any of these rights is limited by this agreement shall be decided under the provisions of Articles 13 and 14 of this agreement.

3.02 Defining Management Rights

Without limiting the generality of the foregoing, the Employer's rights include:

- (a) the rights to maintain order, discipline and efficiency, and in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employee's and the right to discipline or dismiss employees for just cause.
- (b) the direction of the working forces; the right to plan, direct and control the operation of the Home; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary, establishment of standards and quality of care; the determination of the extent to which the Home will be operated and the increase or decrease in employment.
- (c) the right to select, hire, discipline, dismiss, transfer assign to shift, promote, demote, classify, layoff, recall, suspend employees and also to select employees for positions not covered by this Agreement.
- (d) The right to generally operate the Home in a manner consistent with the obligations of the Employer to the general public in the communities served.

3.03 Consistency

The Employer agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement and subject to the right of the employee and union to lodge a grievance as set forth herein. No employee with seniority shall be disciplined or discharged without just cause.

3.04 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would result in the discharge of an employee, except through just cause.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his membership or activity in the Union, or any other reason.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of the good standing of its members. All future employees of the Employer shall, as a condition of continued employment, become members in good standing of the Union not later than after thirty (30) calendar days of continuous employment with the Employer.

5.02 Check-off

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union constitution and/or by-laws and owing by him to the Union.

5.03 Deductions

Deductions shall be made from each pay but shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list showing the name, address, number of hours worked, wages received and dues deducted of each employee.

The Union shall be notified within five (5) days of all appointments, hirings, layoffs, transfers, recall and termination of employment within the bargaining unit.

5.04 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union.

ARTICLE 7 - RESOLUTIONS AND REPORTS OF THE BOARD

7.01 Employer Shall Notify Union

The Employer agrees that any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

Where possible, the Union shall be informed three (3) months in advance of any major change in policy, condition of employment, departmental or technological.

7.02 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the working conditions of the members of the Union, are to be; (a) forwarded to the Union and (b) posted on all bulletin boards at least one month in advance of their effective date.

ARTICLE 8 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

8.01 New Employees

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.

8.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his union Steward or Representative. The Steward or Representative will provide him with a copy of the Collective Agreement.

8.03 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his responsibilities and obligations to the Employer and the Union.

The Representative shall consult with the new employee's immediate supervisor to arrange for a mutually agreeable time.

ARTICLE 9 - LABOUR-MANAGEMENT RELATIONS

9.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five members of the Employer as appointees of the Employer, and not more than six members of the Union as appointees of the Union with at least one member from Northwood Lodge. The Union will advise the Employer of the Union nominees to the Committee, two (2) weeks' notice prior to date of negotiations.

9.02 Representative of the Canadian Union

The Union shall have the right, at an agreed time by the Employer, to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises in order to investigate or assist in the settlement of a grievance.

9.03 Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been given.

9.04 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, promotion or discharge of employees, grievances and other working conditions, etc., may be referred to the Bargaining Committee for discussion and settlement.

9.05 Time Off for Meetings

Any representative of the Union of this Committee, who is in the employ of the Employer shall have the privilege of attending meetings requested by the Employer, within working hours, without loss of remuneration.

9.06 Establishment of Committee

A Labour-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the residents.

9.07 Function of the Committee

The Committee shall concern itself with the following matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
2. Improving and extending services to the residents.
3. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
4. Correcting conditions causing grievances and misunderstandings.

9.08 Meetings of Committee

The Committee shall meet by mutual agreement, from time to time, at a mutually-agreeable time and place. Employees shall not suffer any loss of pay for time spent with this Committee.

9.09 Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.10 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed and circulated by the Secretary as promptly as possible after the close of the meeting.

The minutes shall be presented to the Committee for approval at the next meeting of the Committee and signed by the Employer.

9.11 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supercede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is preference or priority for promotions, demotions, layoffs and rehiring and all other matters measured by hours of work with the Employer. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on April 1 and October 1 of each year.

10.03 Seniority of New Employees

Notwithstanding Article 5.01, newly hired full-time employees shall be considered on a probationary basis for a period of 60 tours from date of hiring.

Newly hired part-time employees shall be considered on a probationary period of 45 tours worked from date of hiring. After completion of this probationary period seniority shall be prorated from date of employment.

During the probationary period such employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during this period of 60 tours (45 tours for part-time employees) without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment. The 60 tours (45 tours for part-time employees) probationary period will be waived on the hiring of an employee who has within the previous twelve months completed two years employment in the same work classification, and provided that such employee has his Union withdrawal card.

10.04 Seniority During Absence

If an employee is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer, he shall not lose seniority rights.

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not re-instated.
- (b) He resigns and does not rescind within 24 hours.
- (c) He is absent from work in excess of one working day without notifying the Employer, unless such notice was not reasonably possible.
- (d) After a lay-off, he fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (e) He is laid off in excess of 24 months.

10.05 Temporary Transfers Within the Bargaining Unit

In the event that a temporary position occurs within the bargaining unit with an expected duration in excess of thirty (30) days or where there has been a continuous thirty (30) day absence with no specified date of return, such temporary position will be posted and the provisions of Article 12 shall apply. The successful applicant's position will be shared by part-time and/or casual employees having the required qualifications in that department. The successful applicant shall, upon completion of the temporary position, return to the job held prior to such temporary transfer.

10.06 Temporary Transfers Outside of Bargaining Unit

In the event that an employee covered by this agreement should be temporarily promoted to a supervisory or confidential position outside the scope of this agreement, and is later placed in a position within the scope of this agreement, he shall retain the seniority previously acquired and shall retain the seniority previously accumulated while serving in such supervisory or confidential capacity, provided the employee concerned returns to a position within the scope of the bargaining unit within a period of six (6) months. Such temporary transfer may be extended by mutual consent of the Employer and the Union.

10.07 Transfer of Seniority and Service (Full-Time/Part-Time)

For application of seniority for purposes of promotion, demotions, transfer, layoff, and recall:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority.
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one year for each 2,080 hours worked.

NOTE: All paid leaves shall be counted as hours worked for seniority and service, i.e., statutory holidays, vacation leave, sick leave, bereavement leave and compassionate leave.

ARTICLE 11 - LAYOFFS AND REHIRINGS

11.01 Notice and Redeployment Committee

(a) Notice

In the event of a proposed layoff at the Home of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than sixty (60) days' written notice of the proposed layoff or elimination of a position.
- (ii) provide to the affected employee(s), if any, no less than sixty (60) days' written notice of layoff, or pay in lieu thereof.
- (iii) where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above, shall be considered notice to the Union of any subsequent layoff.

11.02 (a) Staff Planning Meetings

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to employees any notice of lay-off, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. Prior to such formal meeting or meetings taking place, the Employer shall provide the Union with the pertinent financial and staffing information upon which the Employer's concern is based, together with an explanation of that information as reasonably required.

(b) Alternatives

Where there is no consensus, the Union shall propose alternatives to cutbacks in staffing to the Employer's Administrator and to the Board of Directors.

11.03 Employee Rights Under Layoff

An employee in receipt of notice of layoff pursuant to Clause 11.01 (a) (ii) shall have the right to either:

- (a) accept the layoff;
- (b) exercise the option to retire, if eligible, under the terms of the pension plan;
- or
- (c) displace another employee who has less bargaining unit seniority and has the ability to meet the normal requirements of the job.

Exercising of Displacement Option

An employee who chooses to exercise the right to displace another employee with less seniority shall advise the Employer of his or her intention to do so and the position claimed, within seven (7) days after receiving the notice of layoff.

The employee so displaced shall be deemed to have been laid off and shall be entitled to notice equal to the remaining number of days in the original sixty (60) days' notice period. In any event, no employee subject to layoff shall receive less notice than is provided for in the Employment Standards Act.

11.04 Layoff of Employee in Non-Permanent Position

An employee who is subject to a layoff other than a layoff of a permanent or long-term nature (less than thirteen [13] weeks' duration) shall have the right to accept the layoff or displace another employee in accordance with Clause 11.03, subsections (a) and (c) above.

11.05 Recall After Layoff

New available openings shall be posted as per the posting procedure in the Collective Agreement for one (1) generation posting. Employees shall be recalled from layoff to available subsequent openings in order of seniority providing they have the ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

11.06 Employee Recalled in Different Classification

An employee recalled to work in a different classification from which he or she was laid off, shall have the privilege of returning to the position held prior to the layoff, should there become a vacancy within twelve (12) months of being recalled.

11.07 Notification of Recall

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

11.08 No New Employees to be Hired

No new employees will be hired until those laid off have been given an opportunity of re-employment.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Employer Shall Notify Union

Prior to filling any staff changes or promotion covered by the terms of this agreement, the Employer shall notify the Union, in writing and post notice of the position on all C.U.P.E. bulletin boards for a minimum of seven (7) working days in order that all employees will know about the position and be able to make written application thereof. Such notice shall contain the following information: Nature of position, rotation number (if applicable), required knowledge and education, ability and skill, or equivalent experience, shift and wage and salary rate or range. No advertisement for additional employees shall be made until after such posting has been completed.

12.02 (a) Method of Making Appointments and Transfers

Both parties recognize that job opportunity should increase in proportion to length of seniority. Therefore, in making staff changes, appointment or transfer shall be made of the most senior applicant having the required qualifications. The successful applicant shall be placed on trial for a period of one (1) month. This trial period will not apply to employees who have worked in the posted classification within the last twelve (12) months. Conditional on satisfactory review, such trial promotion shall become permanent after the period of one month. In the event the successful applicant proves unsatisfactory, or if the employee is not satisfied in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority, service or salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority, service and salary.

(b) Seniority for Casual Employees on Posted Jobs

Where a job is posted and no regular full-time or regular part-time employee applies for the job, a casual employee may apply and the Employer undertakes to observe the seniority of accumulated hours worked of the casual employee, as well as their qualifications.

12.03 Job Instruction

The Employer shall allow all new employees to receive reasonable time to learn the new job by receiving instruction from the senior employees. The new employee will be brought in as an extra staff for that time which is considered as training, and each new employee will be given a minimum of three (3) days in that department.

12.04 Mandatory Training

As a condition of employment, employees who are required to do mandatory training will be paid for all time spent doing the required training. Employees shall accrue Service and Seniority.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Grievance Committee

The Union shall select a Grievance Committee of which one (1) member will be appointed by the Union as the Chief Steward.

13.02 Permission to Leave Work

In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall be given within the shift.

13.03 Settling of Grievances

Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to his/her Steward. If the employee's Steward is absent, he/she may submit his/her grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the employee's Supervisor or Department Head. The grievance shall be submitted in writing.

Step 3

Failing satisfactory settlement within two working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within four (4) working days after receipt of such notice.

Step 4

Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Chief Administrative Officer, who shall render his/her decision within thirty (30) working days after receipt of such notice.

Step 5

Failing satisfactory settlement being reached in Step 4, the Union may, on giving five (5) days notice in writing to the Employer of its intention, refer the dispute to arbitration.

13.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

13.05 Replies to Grievances

Replies to Grievances shall be in writing in all stages.

13.06 Settlement from Date of Grievance

Where grievances are settled within the time allowed, the settlement shall apply from the date the grievance was filed.

13.07 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

ARTICLE 14 - ARBITRATION

14.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the agreement. Within ten (10) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee.

14.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

14.03 Decision of the Board

The decision of the Board of Arbitration shall be final and binding on all parties and the decision shall be made within thirty (30) days from the date the hearing was concluded.

14.04 Expenses of the Board

Each party shall pay the fees and expenses of its appointee and one-half the fees and expenses of the Chairman.

14.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by the consent of both parties.

ARTICLE 15 - DISCHARGE OR SUSPENSION

15.01 Warnings

Whenever 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 may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within five (5) days thereafter give written particulars of such censure to the Secretary of the Union and the employee. The Union Steward or Representative shall be present when an employee receives a warning.

15.02 Discharge, Discipline and Warning Procedure

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this agreement. The Department Head may suspend an employee but shall immediately report such action to the Employer. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative. Such employee and the Union, shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.

15.03 May Omit Grievance Steps

Any employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 13 - Grievance Procedure. Steps 1, 2 and 3 of the grievance procedure shall be omitted in such cases.

15.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately re-instated in his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

15.05 Personnel Records

An employee shall have the right, at any reasonable time, to have access to and review and photocopy his/her personnel record by appointment.

15.06 Adverse Reports

Adverse reports will not be used against an employee after a period of eighteen (18) months, provided there are no intervening adverse reports.

On the request of the employee such reports will be destroyed after the eighteen (18) month period in the presence of the employee.

ARTICLE 16 - HOURS OF WORK

16.01 Normal Work Week

The normal work week shall consist of five (5) consecutive eight (8) hour days, including one-half (½) hour for a meal period each day. It is understood that the normal working week is a seven day per week, twenty-four hour per day responsibility.

Where possible, days off shall be consecutive and planned in such a way as to equally distribute free weekends.

16.02 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least three (3) weeks in advance. The Employer agrees in consultation with the Steward of that department, to set forth the working schedule of each department. The schedule once set, shall not be changed without the permission of the employee concerned except for temporary posting as per Clause 10.05. This is with the understanding that the returning employee will provide at least twenty-four (24) hours notice and affected employees are displaced in reverse order.

16.03 Paid Rest Period

The Employer will schedule one fifteen (15) minute rest period for each full scheduled half-shift, a full shift being eight (8) hours in duration.

One thirty (30) minute meal period for each five (5) hour shift, one fifteen (15) minute rest period and one thirty (30) minute meal period for each six (6) hour shift.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

All time worked beyond a regularly scheduled work day or on a holiday shall be considered as overtime.

17.02 Rate of Overtime

- (a) On a regular work day - time and one-half.
- (b) On a regularly scheduled day off - time and one-half.
- (c) On a holiday when an employee was scheduled or not scheduled to work – time and one-half and another day off at a time mutually agreeable between the employee and the Employer; such day off to be taken within ninety (90) days of such holiday.

17.03 No Lay-off to Compensate for Overtime

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

17.04 Minimum Call Back Time

Every employee who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of four (4) hours at overtime rates.

17.05 Sharing of Overtime

Overtime and call back time shall be shared among the employees engaged in similar types of operations who are qualified to perform the work that is available.

17.06 Overtime Meal Allowance

Employees required to work more than two hours beyond their regular hours shall be provided with a meal by the Employer.

17.07 Part-Time Employees

Part-time and casual employees, working less than eight (8) hours per day and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked up to and including eight (8) hours in the working day and time and one-half thereafter.

Regular overtime rates shall apply after eight (8) hours work in the working day and for all time worked on a statutory holiday.

17.08 (a) Reporting Pay - Full-Time Employees

Employees who report for any scheduled eight (8) hour shift will be guaranteed at least six (6) hours of work, or if no work is available will be paid at least six (6) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report for work.

(b) Reporting Pay - Part-Time Employees

Employees who report for any scheduled shift will be guaranteed at least six (6) hours work, or if no work is available will be paid for at least six (6) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. This shall not apply to part-time employees working less than eight (8) hours per day. Such employees shall receive a prorated reporting pay.

ARTICLE 18 - SHIFT WORK

18.01 Shift Work Premium

All employees shall receive seventy cents (70¢) per hour additional compensation for working the evening shift seventy-five cents (75¢) per hour additional compensation for working the night shift.

18.02 Definition of Shifts

Evening shifts shall be defined as those shifts in which the major portions of hours worked occur between 1500 hours and 2300 hours.

Night shifts shall be defined as those shifts in which the major portion of hours worked occur between 2300 hours and 0700 hours.

18.03 Split Shift Premium

Employees required to work a split shift shall receive a premium of ten (10%) per cent of hourly rate.

18.04 Changes to Posted Shift

Employees in the same classification shall be able to exchange shifts with each other with the prior consent of the supervisor concerned. Each employee will be responsible for his/her scheduled shift and shall notify the supervisor, in writing, of the name of the employee involved and both employees shall sign at least twenty-four (24) hours before the change in posted shifts.

Such consent shall not be unreasonably withheld. No exchanging of shifts resulting in more than five (5) days per week for an employee will be permitted. No trading of shifts resulting in more than fifty percent (50%) of an employee's rotation in a one (1) month period will be granted.

No overtime shall be paid as a result of this arrangement.

18.05 Rotation Preference

Should the Employer introduce a new work schedule, rotation preference shall be made by seniority with full time employees selecting full time rotations and part time selecting rotations similar to the number of hours previously guaranteed.

18.06 Extra Shifts for Part-time Employees

Part-time employees will be given first opportunity to work available shifts under the scope of each Department Head. A request for availability will be submitted in writing to each Department Head.

Note: For the Cook classification, the Employer will train the three most senior part-time employees within the Dietary Department. Part-time employees shall volunteer if they wish to be trained for the Cook classification.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

All Employees shall receive the following holidays with pay:

New Year's Day	Family Day
Good Friday	Victoria Day
Easter Monday	August Civic Holiday
Dominion Day	Thanksgiving Day
Labour Day	Christmas Day
Remembrance Day	Boxing Day

19.02 Compensation for Holidays Falling on Scheduled Day Off

When any such holiday falls on an employee's scheduled day off he shall have the option on giving a request in writing to his Department Head, either an additional day's pay for such holiday or a day off in lieu of such pay within ninety (90) days of such holiday. Such request shall not be unreasonably denied.

19.03 Pay for Regularly Scheduled Work on a Holiday

Any employee working a regular scheduled day on such holiday shall be paid time and one-half for such work and shall receive an additional day off within ninety (90) days of such holiday. Such request shall not be unreasonably denied.

19.04 Employee May be Called In

Any employee not scheduled to work on such holiday may be called in to work on receiving twenty-four (24) hours' notice and, in such case, he shall be paid time and one-half for such work and shall receive an additional day off within ninety (90) days of such holiday. Such request shall not be unreasonably denied.

19.05 Provision for Christmas and New Year's Holidays

As far as possible the holiday schedule shall provide that each employee shall have either Christmas Day or New Year's Day off. Prior to posting the holiday schedule each employee shall indicate preference for either Christmas Day or New Year's Day. Preference for either Christmas Day or New Year's Day will be based on seniority. When such schedule has been posted then no re-scheduling shall be allowed using an employee's seniority.

If an employee has a regular day off for Christmas or New Year's Day, use of seniority shall not allow employees to lose such day off.

19.06 Article Not to Apply

This Article does not apply to a new employee who has not earned wages from the Employer for at least twelve of the thirty calendar days immediately preceding the holiday.

This Article does not apply to an employee who fails to work his scheduled regular day of work preceding or his scheduled regular day of work following a holiday with pay.

An employee on sick leave or in receipt of Workers' Compensation Benefits shall be deemed to have worked.

Holidays not taken within the stated time periods will be paid out within the following pay period.

ARTICLE 20 - VACATIONS

20.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- (a) Employees who have completed six (6) months of employment from their first day of hire shall be entitled to one (1) week's vacation.
- (b) After one year - two (2) weeks' vacation less any used vacation entitlement from (a) above.
- (c) After two years – three (3) weeks' vacation.
- (d) After eight years - four (4) weeks' vacation.
- (e) After fourteen years - five (5) weeks' vacation.
- (f) After twenty years - six (6) weeks' vacation.
- (g) After twenty-five years - seven (7) weeks' vacation.
- (h) After thirty years – eight (8) weeks' vacation.

20.02 Vacation Pay on Termination

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

20.03 Vacation Pay Credited to Beneficiary

When an employee dies, his beneficiary shall be credited with the value of the vacation credits owing him.

20.04 Holidays During Vacation

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

20.05 Preference in Vacations

All employees shall be granted the vacation periods preferred by the employee, or at such time as may be mutually agreed upon by the Employer and the employee. Preference in choice of vacation dates shall be determined by seniority.

Vacation requests shall be made by April 1st and the approved vacation schedule will be posted by May 1st for the period of June 1st to November 30th. Vacation requests shall be made by September 1st and the approved vacation schedule will be posted by October 1st for the period of December 1st to May 31st. All requests to start vacation any day of the week, shall be honoured. A list of all bi-annual vacation requests will be posted. The calendar for bi-annual vacation requests will run from June 1st to May 31st of the following year.

The dates on the posted approved schedule shall not be changed thereafter except where mutually agreed.

20.06 No Carry Over of Vacation Credits Without Permission

An employee will not be permitted to carry over unused vacation entitlements past their anniversary date of hire, except with written permission. Such unused entitlement shall not exceed one week's vacation. Such permission shall not be unreasonably withheld.

20.07 Maximum Vacation for July and August

During the period July 1st to August 31st an employee shall only have a maximum of three (3) weeks' vacation without special permission from the Employer.

In extenuating circumstances where employees require more than three (3) weeks' vacation at one time during July or August then such permission shall not be unreasonably withheld.

20.08 Breaking Vacation Weeks

An employee may receive a maximum of fifteen (15) days of annual vacation in periods of one (1) or more full days at a time mutually agreed upon.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

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

21.02 Amount of Sick Leave

Sick leave shall be granted to employees on the basis of one and one-half (1½) days sick leave for every month of service. Such accumulation shall not exceed eighteen (18) days in any one year. Any unused portion of such sick leave shall accumulate to the credit of such employee.

A deduction shall be made from the accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 21.01.

After the term of employment has continued for over two (2) months, if such employee is absent on account of sickness, he shall be entitled to sick leave benefits on the basis of the rate of accumulation from commencement of employment.

Employees may use sick leave to attend out of town medical appointments referred by a doctor. Employees shall provide evidence of same to qualify for sick leave.

21.03 Proof of Illness

An employee may be required to produce to the department manager a medical certificate three (3) days prior to pay day during regular business hours, from a duly qualified medical practitioner for any illness in excess of three (3) working days certifying that such employee was unable to carry out his duties due to illness. Such a certificate may also be produced on the first day of the fourth and subsequent illness in any one calendar year.

The employer will pay up to a maximum of twenty-five dollars (\$25) for each medical certificate that an employee is billed for. A receipt from the medical practitioner must be provided.

21.04 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 the service of the Employer upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credits if any, existing at the time of such leave or lay off.

21.05 Sick Leave Without Pay

Sick leave without pay shall be granted 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.

After sixty (60) days the Employer may request the employee to submit to an examination by a physician to determine when and if the employee is able to return to work. If the employee remains on unpaid sick leave in excess of twenty-four (24) months, the Employer and Union will meet to discuss the employment status of the employee. If it is determined that the employee is unlikely to return to work, such employee may be removed as an employee of the Home. Employees will continue to accumulate seniority during unpaid leave.

It is understood that employees shall continue to accumulate seniority during unpaid sick leave up to twelve (12) months.

21.06 Sick Leave Records

A record of all unused sick leave will be kept by the Employer for the purpose of a retirement fund. Each employee will receive a record of his accumulated sick leave when his T4 slip is issued each year.

21.07 Sick Leave Not Granted

Unless there are extenuating circumstances, sick leave will not be granted to an employee who reports sick less than one (1) hour before s/he is required to go on day shift, and two (2) hours before s/he is required to go on evening or night shift.

21.08 Salary Grant

Any employee having accrued sick leave to his credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty percent (50%) of the unused portion, not to exceed one hundred (100) working days, at the rate of pay effective immediately prior to severance or retirement. In the event of death before severance or retirement any accrued sick leave credit not to exceed one hundred (100) days shall be paid to his beneficiary.

No salary grant in lieu of accrued sick leave will be paid to any employee who leaves or is discharged during the first two years of employment.

21.09 Sick Leave for Day Off In Lieu of Statutory

If an employee is scheduled for a day off in lieu of a statutory holiday, then books off sick for that day, sick leave will not be granted.

21.10 Work Schedule for Part-Time on Sick Leave

Where a part-time employee is off duty with a continuous illness that is being monitored by a medical practitioner; no additional work will be scheduled above guaranteed hours of the employee until a return to work date has been provided in writing to the manager by the physician.

21.11 Sick Leave for Part-Time Employees

Sick leave credits for part-time employees will be calculated on the basis of the average hours of work over the previous four (4) weeks.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 For Union Business

The Employer agrees that, where permission has been granted by the Administrator to the Stewards of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of wages, benefits, or seniority for the time so spent.

Leave of absence without loss of wages, benefits or seniority shall be granted upon written request to the Employer with at least three weeks' notice to the Employer when possible, to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of twenty-four (24) days in any one year. As far as possible, delegates to Union conventions should be representative of all departments and request(s) for additional delegates (exceeding two per department) will be considered case by case on the basis of availability of staff.

22.02 Bereavement Leave

An employee shall be granted four (4) consecutive scheduled working days leave without loss of pay to attend the funeral of a spouse, common-law spouse, same sex partner, son, daughter, father, or mother, three (3) consecutive scheduled working days without loss of pay to attend the funeral of a sister, brother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, and one (1) scheduled working day without loss of pay to attend the funeral of an aunt, uncle, niece or nephew, where such funeral is held in Kenora. If the funeral is not held in Kenora, the employee shall receive, in addition, reasonable necessary travelling time up to four (4) days without loss of pay.

If any doubt exists, the employee will not be paid for such leave until a satisfactory proof of death is given to the Administrator.

Payment for such day or days off will be confined to the period from the date of death up to and including the day after the funeral, notwithstanding reasonable necessary travelling time.

22.03 Compassionate Leave

An employee may be granted leave of absence in the case of a serious illness in the immediate family, including common-law spouse and same sex partner on the approval of the Administrator. Such leave shall be deducted from any accumulated sick leave credits up to a maximum of five (5) days. Immediate family shall be in accordance with Article 22 - Item 22.02.

An employee shall accumulate seniority during his/her leave of absence.

22.04 Mourner's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

One-half (½) day leave, without pay, shall be granted to attend a funeral as a mourner, provided such employee has the approval of the Employer.

22.05 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

22.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

22.07 Supplemental Unemployment Benefit

An employee who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly 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 Home of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours.

22.08 Jury Duty

If an employee is required to serve as a juror in any court of law, or required by subpoena to attend a court of law or inquest in connection with his/her duties with the Employer, he/she shall not lose his/her regular pay because of such attendance, provided that he/she:

- (a) notifies the supervisor immediately upon receiving notification to attend court;
- (b) presents proof of service requiring his/her attendance; and
- (c) promptly repays to the Employer the amount (other than expenses) received by him/her for such service of attendance.

22.09 Education Leave at Employee's Request

An employee shall be entitled to leave of absence up to a maximum of one (1) year without pay and without loss of seniority when he/she requests such leave for purposes of upgrading their education status. Such request shall be in writing and approved by the Employer. Such approval shall not be withheld without just cause.

The parties further agree that such leave of absence shall not be given to more than three (3) employees from the bargaining unit at one (1) time and that selection by the Employer shall be on a first come first served basis.

22.10 Coverage During Leave

Employees on leaves of absence will, unless otherwise specified, continue to receive benefits and accumulate seniority for the first thirty (30) days. Employees wishing to continue coverage will make arrangements to pay applicable premiums in advance.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On such pay day, each employee shall be provided with an itemized statement of his wages and deductions.

Pay shortages shall be issued immediately without waiting until the following pay day. Overpayment of wages shall be deducted in a manner agreed to by the employee and the Employer.

23.02 Vacation Pay

Employees shall, upon giving at least twenty-one (21) days' notice, in writing, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

23.03 Pay During Temporary Transfer - Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job.

23.04 Pay During Temporary Transfers - Lower Rated Job

When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced.

23.05 Equal Pay for Equal Work

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

23.06 Charge Responsibility

Whenever a Registered Nurse is not available in the building the Registered Practical Nurse who assumes the charge responsibility shall be paid a premium of \$1.50 for all hours worked assuming the position. Seniority shall govern the selection.

23.07 Portability of Service

An employee hired by the Home with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Home. Any such claim shall be accompanied by verification of previous related experience. Where in the opinion of the Home such experience is determined to be relevant, the employee shall be placed in that step of the wage grid consistent with one (1) step on the grid for every one (1) year of related experience in the classification.

ARTICLE 24 - PERSONAL PROPERTY DAMAGE

24.01 Personal Property Damage

Where an incident report indicates that an employee has suffered personal property damage caused by a resident, the Employer shall replace or repair any damaged items.

ARTICLE 25 - JOB RECLASSIFICATION

25.01 Changes in Classification

When the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 - SAFETY

26.01 Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting the safety and health measures now in effect.

26.02 Safety Measures

The Employer agrees to take reasonable precautions to ensure the protection of any employee who is requested by the Employer to travel with a resident. The employee will be reimbursed for any necessary expenses. A cash advance will be provided if requested. Employees will be paid for hours spent during such resident escorts. Overtime in accordance with Article 10 will apply as necessary.

26.03 Safety Committees

The Safety Committee which is now in operation will continue, with the exception that the Union shall appoint their representatives. The Committee shall meet at least once a month with the exception of July, August and December.

The applicable provision of the Occupational Health and Safety Act and Regulations shall be implemented.

26.04 Investigation of Accidents

The designated member(s) of the Health and Safety Committee shall be notified of any accident or injury to any employee. The designated member(s) may investigate and report to the Administrator, as soon as possible, on the nature and causes of the accident or injury. At least one of the designated members must be a C.U.P.E. employee.

26.05 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home by a doctor or nurse for such injury, shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 Pension

Every full time, regular part-time, employee shall join the Employer's Pension Plan (O.M.E.R.S.). Payments will be made equally by the Employer and the employees in agreement with the O.M.E.R.S. Pension Plan and the Canada Pension Plan.

27.02 Hospital and Medical Insurance

The Employer shall pay the stated cost of the following plans for all full-time employees (including, those who elect to work after the age of 65) and their dependants. The Employer shall pay the stated cost of the following plans for all part-time employees and their dependants as per Article 29:

1. 100% of Ontario Health Insurance Plan (O.H.I.P.).
2. 100% of Vision Care Plan.
The Employer will pay three hundred twenty-five (\$325) towards the purchase of glasses every two years. The employer will pay up to eighty dollars (\$80) for eye examinations once every two years.
3. 100% of semi-private hospital coverage.
4. 100% of Extended Health Care Plan including prescription drugs - \$25/\$50 deductible.
5. 100% of Dental Care - \$10/\$20 deductible.

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

A copy of all current master policies of the benefits referred to in this Article shall be provided to the union.

ARTICLE 28 - UNIFORM ALLOWANCES

28.01 Allowance for Clothing

The Employer shall pay to each active employee, an allowance of one hundred dollars (\$100) not later than the last pay period in October of each year for the purchase of a uniform, the colour of which may be chosen by the employee, (uniform shall be deemed to mean dress or pant suit) approved by the Administrator and such uniform shall be worn while on duty. Such uniforms shall be purchased, laundered and maintained by the employee.

For those employees who so request, the Employer shall provide, maintain and launder all uniforms required to be worn on duty. Such uniforms to remain the property of the Employer. Employees making this request will not receive the clothing allowance.

New employees shall be eligible for such uniform allowance after having worked three hundred and forty-six (346) hours.

28.02 Supplied Garments

All employees shall be supplied with rubber boots, gloves and hairnets as required.

28.03 Allowance for Shoes

The Employer shall pay to each active employee the sum of one hundred dollars (\$100) not later than the last pay period in October of each year toward the purchase of shoes approved by the Administrator and such shoes shall be worn on duty.

New employees shall be eligible for such shoe allowance after having worked three hundred and forty-six (346) hours.

ARTICLE 29 - PART-TIME EMPLOYEES

29.01 Regular Part-Time Employees

Regular part-time employees shall receive the wage rates, conditions of employment, and benefits specified in this agreement on a pro-rata basis according to their hours of work on a yearly basis.

ARTICLE 30 - CASUAL EMPLOYEES

30.01 Definition of Casual Employee

In this agreement "casual employee" means an employee who does not work a regularly-scheduled full-time or part-time shift but who is called in by the Employer as required, to perform such duties as the Employer may assign.

Casual employees may be called in for the purpose of replacing full-time or regular part-time employees who are absent for short periods due to illness, paid holidays, or vacations, or temporary vacancies as provided for in Article 10.05.

30.02 Role of Seniority for Casual Employee

If a casual employee becomes a regular full-time or part-time employee, the previous service of such employee shall be assessed on an hourly basis to determine where such employee goes on the seniority list.

30.03 Holiday Pay for Casual Employee

A casual employee working on a holiday shall receive his regular hourly rate of pay together with any premium established as per formula in addendum.

30.04 Sick Leave for Casual Employee

A casual employee shall accumulate sick leave credits by dividing the number of hours he has worked in each calendar month by one hundred and seventy-three (173) hours. The resultant fraction shall be divided into twelve (12) hours to determine his actual entitlement in that calendar month.

30.05 Casual Employees and Seniority

Casual employees will be called in to work in accordance with the employee's seniority. It is understood that regular part-time employees who notify their supervisor in writing of their desire for extra work will be first offered any available work in accordance with seniority prior to calling in a casual employee by submitting written notice of their availability for extra shifts. Such written notice will be in effect for a period of two months.

30.06 Casual Work Requirement

Casual employees must be available to work all shifts. Refusal of three (3) calls of available work in a three (3) month period shall result in the employee being placed on the bottom of the on-call list for a period of thirty (30) days unless such work was refused by reason of the employee being incapacitated due to illness or accident.

Permission to be absent from work may be granted by the Department Head or designate upon receipt of written request at least two (2) weeks in advance. This request will not be unreasonably withheld if sufficient casual relief is available.

Casual employees shall not be entitled to refuse available work due to vacation during the period of June 15th to September 15th and shall be available to work either December 25th or January 1st. Permission to be absent from work may be granted by the Administrator or designate upon receipt of written request at least two (2) weeks in advance, notwithstanding the restricted periods described above. This request will not be unreasonable withheld if sufficient casual relief is available.

30.07 Shoe and Uniform Allowance

Casual employees shall receive the shoe and uniform allowance on a pro-rata basis according to their hours of work on a yearly basis.

30.08 Probation

When a casual employee applies for a permanent position and has completed forty-five (45) tours during their casual employment the probationary period referred to in Clause 10.03 shall not apply.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

31.02 Locker Rooms

Proper accommodation shall be provided for employees to keep their clothes.

31.03 Contracting Out

The Employer shall not contract out any work normally performed by bargaining unit employees, if such contracting out results in the lay-off or the reduction in the regular number of hours of work of any employee in the bargaining unit.

31.04 Local Health Integration Networks

The parties agree that any LHIN initiative that will have a direct impact on the members of the bargaining unit shall be raised to the Union, in accordance with Article 7.

The Union will be provided with any pertinent financial and staffing information as required under Article 7.

31.05 Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Employers' rights under the Collective Agreement or the Labour Relations Act, the parties agree that non-unionized employees who are affected (via relocation/transfer*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant Collective Agreement.

Right to Return or Transfer

Employees who are relocated/transferred* to another employer by the Employer will retain their seniority and service at their original Employer for a 24-month period.

Without prejudice to the Union's or Employers' rights under the Collective Agreement or the Labour Relations Act, employees relocated/transferred* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer*, at their originating Employer for that 24 month period.

If they are the successful applicant, they will return to the employ of the Employer with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred* to another employer.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, 1995, as it may be amended from time to time.

ARTICLE 32 - GENERAL

32.01 Plural or Feminine Terms May Apply

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

32.02 No Strike or Lockout

There shall be no strike or lock-out during the lifetime of this agreement.

32.03 Day of Recognition

The Employer agrees to recognize "Day of Recognition" on April 28th at 11:00 a.m., one minute of silence for all workers injured or killed on the job.

32.04 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may be extended for up to six months.

32.05 Employee Assistance Program

The Employer and Union shall strike a Committee to explore Employee Assistance Program possibilities.

32.06 Modified Work

The Employer and Union agree to undertake to clarify employment opportunities for injured workers and to establish light duty or modified work, if necessary, to comply with a person's capabilities upon their return to work from a work-related injury.

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration

This agreement shall be binding and become effective on January 1st, 2016, and shall remain in full force and effect until December 31st, 2018, and from year to year thereafter unless written notice of intention to terminate, or revise or amend this agreement is given by either party to the other within ninety (90) days before the 31st day of December, 2018, or within ninety (90) days before the 31st day December in any year thereafter in which this agreement continues to remain in effect.

33.02 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.

33.03 Notices of Change

It is agreed, however, that where such notice requests revisions or amendments only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested, and bargaining negotiations shall be restricted thereto, unless the parties mutually otherwise agree.
- (b) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

33.04 Retroactivity

All changes in the new agreement shall be adjusted retroactively unless otherwise specified.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

DATED AT _____ this ____ day of _____, 20 ____.

Signed on behalf of:

BOARD OF MANAGEMENT OF THE DISTRICT
OF KENORA HOMES FOR THE AGED
(Pinecrest and Northwood Lodge)

R J Innes
M Juncin
S Sherrin
Dyn Kawa

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1072

Stava
Kerrie St Pierre
Y Steele
Kandus Williams
Denise Beckett

SCHEDULE "A"

Notwithstanding Article 10.07 and Article 23.07, employees shall be advanced from their present level on the grid to the next level after the completion of each two hundred (200) eight hour shifts or sixteen hundred (1,600) hours physically worked to a maximum of fifteen (15) months per level.

SCHEDULE A				
CLASSIFICATION	12/22/2014 with 1.7% inc			
	1	2	3	4
RECREATION/THERAPY LEAD	21.54	22.81	24.07	25.34
RECREATION/THERAPY AIDE	17.74	18.78	19.83	20.87
COOK	21.54	22.81	24.07	25.34
DIETARY AIDE	17.23	18.24	19.26	20.27
HOUSEKEEPERS	17.23	18.24	19.26	20.27
LAUNDRY WASH	18.97	20.09	21.20	22.32
LAUNDRY HOUSEKEEPER	17.25	18.26	19.28	20.29
RPN	22.45	23.77	25.09	26.41
PSW (includes \$.06 adjust.)	18.07	19.13	20.20	21.26
SUPPORTIVE HOUSING PSW	17.85	18.90	19.95	21.00
ADULT DAY CARE AIDE	17.74	18.78	19.83	20.87
HOME SUPPORT HOUSEKEEPER	17.23	18.24	19.26	20.27
HOME MAINTENANCE WORKER	17.23	18.24	19.26	20.27

SCHEDULE A				
CLASSIFICATION	01/04/2016 with 1.75% inc			
	1	2	3	4
RECREATION/THERAPY LEAD	21.92	23.21	24.49	25.78
RECREATION/THERAPY AIDE	18.05	19.11	20.17	21.24
COOK	21.92	23.21	24.49	25.78
DIETARY AIDE	17.53	18.56	19.59	20.62
HOUSEKEEPERS	17.53	18.56	19.59	20.62
LAUNDRY WASH	19.30	20.44	21.58	22.71
LAUNDRY HOUSEKEEPER	17.55	18.58	19.61	20.65
RPN	22.84	24.18	25.53	26.87
PSW	18.39	19.47	20.55	21.63
SUPPORTIVE HOUSING PSW	18.16	19.23	20.30	21.37
ADULT DAY CARE AIDE	18.05	19.11	20.17	21.24
HOME SUPPORT HOUSEKEEPER	17.53	18.56	19.59	20.62
HOME MAINTENANCE WORKER	17.53	18.56	19.59	20.62

SCHEDULE A				
CLASSIFICATION	01/02/2017 with 1.75% inc			
	1	2	3	4
RECREATION/THERAPY LEAD	22.30	23.61	24.92	26.23
RECREATION/THERAPY AIDE	18.37	19.45	20.53	21.61
COOK	22.30	23.61	24.92	26.23
DIETARY AIDE	17.84	18.89	19.94	20.99
HOUSEKEEPERS	17.84	18.89	19.94	20.99
LAUNDRY WASH	19.64	20.80	21.95	23.11
LAUNDRY HOUSEKEEPER	17.86	18.91	19.96	21.01
RPN	23.24	24.61	25.98	27.34
PSW (includes \$.06 adjust.)	18.71	19.81	20.91	22.01
SUPPORTIVE HOUSING PSW	18.48	19.57	20.65	21.74
ADULT DAY CARE AIDE	18.37	19.45	20.53	21.61
HOME SUPPORT HOUSEKEEPER	17.84	18.89	19.94	20.99
HOME MAINTENANCE WORKER	17.84	18.89	19.94	20.99

SCHEDULE A				
CLASSIFICATION	01/01/2018 with 1.85% inc			
	1	2	3	4
RECREATION/THERAPY LEAD	22.71	24.05	25.38	26.72
RECREATION/THERAPY AIDE	18.71	19.81	20.91	22.01
COOK	22.71	24.05	25.38	26.72
DIETARY AIDE	18.17	19.24	20.31	21.37
HOUSEKEEPERS	18.17	19.24	20.31	21.37
LAUNDRY WASH	20.01	21.18	22.36	23.54
LAUNDRY HOUSEKEEPER	18.19	19.26	20.33	21.39
RPN	23.67	25.06	26.46	27.85
PSW	19.06	20.18	21.30	22.42
SUPPORTIVE HOUSING PSW	18.82	19.93	21.04	22.14
ADULT DAY CARE AIDE	18.71	19.81	20.91	22.01
HOME SUPPORT HOUSEKEEPER	18.17	19.24	20.31	21.37
HOME MAINTENANCE WORKER	18.17	19.24	20.31	21.37

LETTER OF UNDERSTANDING

Between:

**THE BOARD OF MANAGEMENT OF THE DISTRICT OF KENORA
HOME FOR THE AGED
(PINECREST and NORTHWOOD)**

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1072

Re: Influenza Vaccination

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employers recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (f) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (g) It is understood that directives from the Northwestern Health Unit take precedence over this Letter of Understanding.

DATED AT _____ this ___ day of _____, 20 ___.

Signed on behalf of:

**BOARD OF MANAGEMENT OF THE DISTRICT
OF KENORA HOMES FOR THE AGED**
(Pinecrest and Northwood Lodge)

R. L. Jones
M. Jones
S. Sherrington
Dyn Ranson

Signed on behalf of:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1072**

A. Lava
Kerrie St. Pierre
J. Steele
Gandus Williams
Genise Beckerton
