

**WORKPLACE PRACTICE DOCUMENT**

**BETWEEN**

**THE ROYAL CREST LIFECARE GROUP INC. AT ITS  
BRANTWOOD LIFECARE CENTRE**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1712**

**October 2009"**

\* Amended as per Settlement Agreement, Kaplan (2005) IAP Award  
& Simmons (2008) IAP Award.

*The parties agree that this document is for reference only. In case of  
discrepancies the Settlement Agreement and related documents will prevail.*

*11628 (04)*

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**THIS AGREEMENT IS MADE AND EXECUTED**

**BETWEEN: THE ROYAL CREST LIFECARE GROUP INC.  
AT ITS BRANTWOOD LIFECARE CENTRE  
(hereinafter referred to as the "Employer")**

**OF THE FIRST PART**

**-AND-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1712  
(hereinafter referred to as the "Union")**

**OF THE SECOND PART**

**PREAMBLE**

WHEREAS the right of the resident to receive uninterrupted skilful and efficient care cannot be questioned, and it is the responsibility of the Employer to ensure efficient operation and to therefore require the complete co-operation of its employees: AND WHEREAS it is important that harmonious relations be continued between the Employer and its employees, the parties hereto are entering into a Collective Agreement as set out hereafter for the purpose of providing an orderly arrangement for the handling of any grievance which may properly arise, and to set forth those wages and working conditions which have been mutually agreed upon.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

## **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Brantwood Manor Nursing Homes Limited at Burlington, save and except professional and medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, supervisors, persons above the rank of supervisor, technical personnel, office staff and students employed during the school vacation period.
- 1.02 For the purpose of the Article, the term "Technical personnel" comprises physiotherapists, occupational therapists, psychologists, electroencephalographists, electrical shock therapists and laboratory, radiological, pathological and cardiological technicians.

## **ARTICLE 2 - NO DISCRIMINATION**

- 2.01 The parties agree that no employee shall, in any manner, be discriminated against, or coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 2.02 The Union will not engage in Union activities or hold meetings at any time on the premises of the Employer without the permission of the Administrator.

## **ARTICLE 3 - UNION SECURITY**

- 3.01 The Employer shall deduct from the last pay in each calendar month of every employee in the bargaining unit, an amount equivalent to the sum of monthly union dues, which are uniformly levied upon each member of the Union. The Employer will furnish the Union with a monthly list of those employees from whom Union Dues are deducted, stating name; hours worked and amount deducted.
- 3.02 The Employer shall remit the amount of such Union dues no later than the 15th day of the following month to the Secretary-Treasurer of the Canadian Union of Public Employees, 21 Florence Street, Ottawa, Ontario K2P OW6, together with a list of employees from whom the deductions were made.

- 3.03 The Union will save the Employer harmless from any form of liability arising from or as a result of deductions or non-deductions of monthly dues.
- 3.04 The Employer will furnish the Union with a monthly list of those employees newly hired, transferred or terminated.

## **ARTICLE 4 - MANAGEMENT FUNCTIONS**

- 4.01 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority which the Employer had prior to the execution of this Agreement, are retained by the management, and remain exclusively and without limitation within the rights of management.
- 4.02 Without limiting the generality of the foregoing, management's functions shall include:
- a) 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 therapeutic methods and facilities, equipment, the amount of supervision necessary, combining or splitting up the departments, work schedules, establishment of standards of care and quality and the determination of the extent to which the Home will be operated.
  - b) the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools, shall be vested in the Home.
- 4.03 In addition, management's rights shall include:
- a) the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for just cause.
  - b) the right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire at normal retirement age and suspend employees, and select employees for positions not covered by this Agreement.

4.04 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, which would have the effect of replacing a position in the bargaining unit except for the purposes of instruction, experimental, or in emergencies when regular employees are not available, volunteers performing work normally done by regular employees, and provided that the performing of the aforementioned operations in itself does not reduce the hours of work of pay of any employee.

## **ARTICLE 5 - NO STRIKES, NO LOCKOUTS**

5.01 There shall be no strikes or lockouts as long as this Agreement continues to operate.

## **ARTICLE 6 - CORRESPONDENCE**

6.01 All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home or his designate and the Secretary of the Union, with a copy to the National Representative, 1030 Upper James St., Suite 400, Hamilton, Ontario, L9C 6X6.

## **ARTICLE 7 - UNION REPRESENTATION**

7.01 The Employer agrees to recognize the following representatives of the Union.

- a) All elected officers;
- b) One Steward from Dietary  
One Steward from Housekeeping  
Three Stewards from Nursing;
- c) A Negotiating Committee of not more than three (3) employees;
- d) A Grievance Committee of not more than three (3) employees.

- 7.02 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreements with the employer, or his representatives, which may conflict with the terms of this Collective Agreement.
- 7.03 The Union shall notify the Employer in writing of the names of the Stewards and the Department each represents, and of any changes to personnel of the Stewards before the Employer shall recognize them.
- 7.04 The Union shall have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer, subject to the other provisions of the Agreement.
- 7.05 Meetings between management and Union committees during their normal working hours will not be a cause for loss of wages to employees.
- 7.06 Employees who are members of the Negotiating Committee will be permitted to attend, without loss of pay, meetings with the Employer's Negotiating Committee for renewal of this Agreement. Such compensation is to be only for negotiations during that period leading up to and including meetings at arbitration.

## **ARTICLE 8 - SENIORITY**

- 8.01 Seniority shall be established on the basis of an employee's continuous service with the Employer. Upon completion of the probationary period, seniority shall be backdated to the day the probationary period commenced.
- 8.02 All employees shall be considered probationary for four hundred and fifty (450) hours. During the above-mentioned probationary period, employees will have no seniority rights, but after the above-mentioned probationary period, employees shall be included on the permanent staff. Such three (3) months probationary period may be extended by mutual agreement.
- 8.03 a) In accordance with Article 8.02 the Employer shall maintain separate part-time and full-time seniority lists. These lists shall be supplied to the Union and posted on the Union bulletin board in January and July of each year.
- b) The Employer shall deposit a copy of all job postings at the same



time as they are posted in the employee staff room information box. Notification of the disposition of all job postings including identification of successful applicants shall be posted on the staff bulletin board for a period of nine (9) working days.

8.04 An employee shall lose his seniority standing under the following conditions:

- a) If the employee leaves the employ of the Employer;
- b) If he is discharged for cause;
- c) If he is laid off for a period in excess of twenty-four (24) months;
- d) If he fails to return to work after a lay-off within five (5) working days after the Employer has given him notice of recall.

8.05 The Employer will notify the employee of his loss of seniority by registered mail with a copy to the Union.

- a) The seniority of an employee will be given preference within considering promotion, demotion,(except in the case of disciplinary demotion), layoffs, and in recalling employees from layoffs, provided the senior employee already possesses the necessary qualifications to perform the work available.
- b) No bargaining unit employee will lose his job or suffer a reduction in his normal hours of work as the result of contracting out.

## **ARTICLE 9 - STAFF CHANGES**

9.01 When vacancies occur or new positions are created in any department, notice thereof shall be posted on the main bulletin board for a period of one (1) week prior to the filling of that vacancy. During such period, the Employer may temporarily assign an employee to fill the vacancy. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, day, evening or night shift, wage or salary rate.

9.02 When a vacancy occurs in a Department, it shall be filled from applicants employed on the following basis:

- a) Seniority
- b) Knowledge, training, qualifications, skills and efficiency.

Where the factors in (b) are relatively equal, seniority shall govern. The Employer will post the name of the successful applicant, if any, within three (3) working days (exclusive of Saturdays, Sundays or Statutory Holidays) after the end of the one week posting period.

9.03 In the event that there are no suitable applicants for a job vacancy from the Employer's employees, the Employer shall have the right to hire new employees to fill the vacancy.

9.04 Employees promoted or awarded new positions shall be given a trial period of three (3) weeks in which to qualify, and if they fail to do so, shall be returned to their former positions.

9.05 Where the Union requests in writing information regarding a particular change in an employee's status, the Employer shall furnish such information.

9.06 The Union shall be notified in writing of all discharges for cause of seniority employees.

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

- a) provide the union with no less than sixty (60) days written notice of the proposed layoff or elimination of position; and
- b) provide the affected employee(s), if any, no less than sixty (60) days' notice of layoff or pay in lieu thereof.

Note: 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 (a) above shall be considered notice to the Union of any subsequent layoff.

9.08 In the event of layoff, employees shall be laid off in reverse order of seniority, provided that those employees retained at work by reason of seniority have the skill and qualifications required to perform the work.

Employees shall be recalled in order of their seniority, provided they have the skill and qualifications to do the work required.

No new employee will be hired for a position while there are employees on layoff with seniority who have the skill and qualifications to do the work required by the position.

Any employee who is subject to layoff shall have the right to either:

- a) accept the layoff, or
- b) opt to retire, if eligible under the terms of the pension plan, or
- c) displace another employee who has lesser bargaining unit seniority in the same or a lower paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice under Article 9.01.

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

- 9.09
- a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, providing he or she has the ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
  - b) 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 layoff should it become vacant within six (6) months of being recalled.
  - c) 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 day 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.

- 9.10 Employees promoted or awarded new positions shall be given a trial period of three (3) weeks in which to qualify, and if they fail to do so, shall be returned to their former positions.
- 9.11 No full-time employee in the bargaining unit shall be laid off by reason of his or her duties being assigned to two (2) or more part-time employees.
- 9.12 In the event of a layoff, the Employer shall pay its share of insured benefits premium for the duration of the sixty (60) days' notice period provided for in Article 9.07.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **As per the Settlement Agreement:**

#### **A. GRIEVANCE AND ARBITRATION PROCEDURE**

1. All grievances shall be taken up in the following manner:

##### **Step 1**

A Staff Member (hereinafter referred to as the "grievor") having a grievance shall refer it, in writing, to his or her Department Head within eight (8) working days of the actual occurrence leading to the grievance. The Department Head shall reply to the grievance within five (5) working days from the date the grievance is received.

##### **Step 2**

If the grievance is not settled at Step 1, then within five (5) working days after the decision is given in Step 1, the grievor, who may request the assistance of a Steward, shall submit the grievance, in writing, with as much detail as possible to the Administrator of the Home or the Administrator's designated representative (collectively the "Administrator"). A meeting will then be held within ten (10) working days with the Administrator. At such a meeting, the Administrator may have such counsel and assistance as he or she may desire, and the grievor

may have a Steward present. The Union Representative may also be present at the request of the Steward or the Administrator. The decision of the Administrator shall be given in writing within ten (10) working days following the meeting.

### **Step 3**

If the grievance is not settled at Step 2, then within 5 working days after the decision is given at Step 2 the grievance may be referred, in writing, to both the designated representatives of the Bankruptcy Trustee and the Operator who will consult and respond within ten (10) working days of the grievance being so referred or hold a meeting with the Union Representative, Steward and grievor or Grievance Committee and then respond, in writing, within ten (10) working days of such meeting.

### **Step 4**

If the grievance is not settled at Step 3, then within ten (10) working days after the decision is given at Step 3 the grievance may be referred to mediation, arbitration/mediation or arbitration by either the Bankruptcy Trustee or the Union in accordance with the terms of this grievance and arbitration procedure. If no written request for mediation, arbitration/mediation or arbitration is received within ten (10) working days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

2. Any of the time allowances above may be extended by mutual agreement.
3. Working days under this grievance and arbitration procedure excludes Saturdays, Sundays and paid holidays.
4. A grievance shall be on a form supplied by the Union and shall contain a statement of the matter complained of the redress sought, and shall be signed by the grievor submitting the grievance. If the grievance is a policy grievance or group grievance, the grievance form may be signed by the Steward or the Union Representative.
5. Any grievance which has been disposed of under the terms of this grievance and arbitration procedure shall not be made the subject of another grievance.

### **Termination Grievance**

6. A grievance respecting a termination without just cause of the engagement of a staff member shall be submitted directly to the Administrator at Step 2.

### **Bankruptcy Trustee Grievance**

7. The Bankruptcy Trustee may file a grievance by forwarding a written grievance to the Union Representative, providing it is presented within ten (10) working days after the occurrence of the circumstances giving rise to the grievance. The Union Representative shall give a decision, in writing, within ten (10) working days after receiving the written grievance and, failing settlement, the grievance may be referred to mediation, mediation/arbitration or arbitration by the Bankruptcy Trustee in accordance with Step 4 of the grievance and arbitration procedure.

### **Union Policy Grievance**

8. The Union may institute a policy grievance at Step 3 of the grievance and arbitration procedure providing that it is presented, in writing, within ten (10) working days after the occurrence of the circumstances giving rise to the grievance. However, it is expressly understood that this clause shall not be used to institute a grievance directly affecting a staff member or staff members where such staff member or staff members could themselves initiate a grievance as an individual or group grievance.

### **Group Grievance**

9. Where a number of staff members have similar grievances and each staff member would be entitled to grieve separately, they may present a group grievance, in writing, identifying each grievor who is grieving to the Administrator at Step 2 within eight (8) working days after the circumstances giving rise to the grievance occurred.

## **B. GRIEVANCE MEDIATION**

10. By mutual agreement of the Union and the Bankruptcy Trustee, a grievance may be submitted to grievance mediation at any time within ten (10) working days after the decision has been rendered at Step 3.

11. Grievance mediation will commence within fourteen (14) working days of the grievance being submitted to mediation or such longer period of time as may be agreed to by the Bankruptcy Trustee and the Union.
12. No matter may be submitted to grievance mediation which has not been properly carried through the grievance and arbitration procedure, provided that time limits in the grievance and arbitration procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.
13. A mediator shall be chosen from the following list on a rotating basis subject to availability:
  - (1) Gerry Lee
  - (2) Don Sheppard
  - (3) Pat Metcalfe
14. Proceedings before the mediator shall be informal. The mediator shall endeavour to assist the parties to settle the grievance by mediation and may limit the nature and extent of submissions and may impose such conditions as he or she considers appropriate.
15. If possible, an agreed statement of facts will be provided to the mediator, and if possible, in advance of the Grievance Mediation Conference.
16. Any settlement shall be without prejudice or precedent.
17. If no settlement is reached at grievance mediation, the parties are free to submit the matter to mediation/arbitration or Arbitration in accordance with the provisions of this Grievance and Arbitration Procedure. In the event that a grievance which has been mediated subsequently proceeds to mediation/arbitration or arbitration, no person serving as the mediator may serve as mediator/arbitrator or arbitrator. Nothing said or done by the mediator may be referred to in mediation/arbitration or arbitration.
18. The Union and the Bankruptcy Trustee will share equally the cost of the mediator.

### **C. MEDIATION/ARBITRATION PROCESS**

19. By mutual agreement of the Union or the Bankruptcy Trustee, a grievance or grievances may be submitted to mediation/arbitration at

any time within 10 working days after the decision has been rendered at the step prior to Arbitration or within 5 working days following the conclusion of grievance mediation where no settlement has been achieved.

20. Mediation/arbitration will commence 'within 14 working days of the grievance being submitted to the mediator/arbitrator or such longer period of time as may be agreed by the Bankruptcy Trustee and the Union.
21. No matter may be submitted to mediation/arbitration which has not been properly carried through the grievance and arbitration procedure, provided that the time limits fixed in the grievance and arbitration procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.
22. The mediator/arbitrator shall be chosen from the following list on a rotating basis subject to availability:
  - (1) Susan Stewart
  - (2) Janice Sarra
  - (3) Paul Haefling
  - (4) Jane Devlin
  - (5) William Kaplan
  - (6) Kevin Whittaker
23. The mediator/arbitrator shall endeavour to assist the parties to settle the grievance(s) by mediation.
24. If possible, an agreed statement of facts will be provided to the mediator/arbitrator, and if possible, in advance of the Mediation/Arbitration Conference.
25. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the grievance by arbitration.
26. When determining the grievance by arbitration, the mediator/arbitrator may limit the nature and extent of the evidence and submissions and may impose such conditions as he or she considers appropriate.



27. The parties will share equally the cost of the mediation/arbitration, including the mediator/arbitrator's fee. The parties further agree that where the mediator/arbitrator's daily fee exceeds the standard contracted daily fee negotiated by the Union for mediation/arbitration services, as may be amended from time to time, the Bankruptcy Trustee shall be responsible for the Union's share of the daily fee that exceeds the standard contracted daily fee in addition to its fifty percent (50%) share of the mediator/arbitrator's fee. No costs of any mediation/arbitration shall be awarded to or against any party.

#### **D. ARBITRATION PROCESS**

28. Either the Union or the Bankruptcy Trustee may submit a grievance to arbitration by giving notice in writing within ten (10) working days of the decision at Step 3.

29. The arbitrator shall be selected from the following list of arbitrators on a rotating basis subject to availability of the arbitrator:

- (1) Susan Stewart
- (2) Janice Sarra
- (3) Paul Haefling
- (4) Jane Devlin
- (5) William Kaplan
- (6) Kevin Whittaker

30. The parties will share equally the cost of the arbitration, including the arbitrator's fee. No costs of any arbitration shall be awarded to or against any party.

31. No matter may be submitted to arbitration which has not been properly carried through the grievance and arbitration procedure, provided that the time limits fixed in the grievance and arbitration procedure may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

32. The arbitrator shall issue a decision within twenty-one (21) working days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the Bankruptcy Trustee, the Union and the staff members, subject to the limited appeal process set out below.

## **E. POWERS OF A MEDIATOR/ARBITRATOR AND ARBITRATOR**

33. A mediator/arbitrator and an arbitrator appointed under this grievance and arbitration procedure shall have the powers and remedies set out below, except that no decision of the arbitrator may impose any liability on the Bankruptcy Trustee which is inconsistent with section 14.06 of the BIA. Further, a mediator/Arbitrator acting as arbitrator or an arbitrator shall not have the jurisdiction or authority to impose liability or order anything inconsistent with the workplace practices, the Settlement Agreement, and Ancillary Powers Order, the Approval Order, or any Order of the Court, or this grievance and arbitration procedure.
34. A mediator/arbitrator acting as arbitrator and an arbitrator under this grievance and arbitration procedure shall conduct the arbitration in accordance with the **Ontario Arbitration Act, 1991** except as amended by this grievance and arbitration procedure. In addition to the powers set out in the **Arbitration Act**, and this grievance and arbitration procedure, a mediator/arbitrator acting as arbitrator and an arbitrator under this grievance and arbitration procedure shall have the power to:
- a) require any party to furnish particulars before or during a hearing
  - b) require any party to produce documents or things that may be relevant to the matter and to do so before or during the hearing
  - c) fix dates for the commencement and continuation of hearings
  - d) summon and enforce the attendance of witnesses and to compel them to give oral or written evidence, on oath, in the same manner as a court of record in civil cases
  - e) administer oaths and affirmations
  - f) accept the oral or written evidence as the arbitrator in their discretion considers proper, whether admissible in a court of law or not
  - g) enter any Home where anything is taking place or has taken place concerning any of the differences submitted to the arbitrator, and inspect and view any work, material,

machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences

- h)** authorize any person to do anything that the arbitrator may do under clause (g) and to report to the arbitrator thereon
- i)** make interim orders concerning procedural matters
- j)** interpret and apply human rights and other employment-related statutes to the relationship between the Bankruptcy Trustee and the staff members despite any conflict between those statutes and the Collective Agreement, provided no such interpretation or application shall conflict with the Settlement Agreement
- k)** where the arbitrator/mediator or arbitrator determines that a staff member has been discharged or otherwise disciplined for cause and the workplace practices do not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator/mediator or arbitrator may substitute such other penalty for the discharge or discipline as he or she deems just and reasonable in all the circumstances
- l)** a mediator/arbitrator or arbitrator, as the case may be, may mediate the differences between the parties at any stage in the proceedings with the consent of the parties. If mediation is not successful, the mediator/arbitrator or arbitrator retains the power to determine the differences by arbitration
- m)** a mediator/arbitrator or arbitrator, as the case may be, may enforce the written settlement of a grievance
- n)** a mediator/arbitrator or arbitrator, as the case may be, may extend the time for the taking of any Step in the grievance and arbitration procedure, despite the expiration of the time, where the mediator/arbitrator is satisfied that there are reasonable grounds for the extension and the opposite party will not be substantially prejudiced by the extension; and
- o)** where a party to the Settlement Agreement or a staff member fails to comply with any of the terms of the decision of a mediator/arbitrator or arbitrator, any party to the Settlement Agreement affected by the decision may file in

the Superior Court of Justice a copy of the decision exclusive of the reasons therefore, in the prescribed form, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such.

35. The decision of a mediator/arbitrator acting as arbitrator or an arbitrator shall be final and binding on the parties and the Staff Members.

#### **F. APPEAL/JUDICIAL REVIEW**

36. The Bankruptcy Trustee or the Union may make application to the Ontario Superior Court of Justice (Divisional Court) for judicial review of any decision of an arbitrator/mediator or arbitrator regarding the interpretation, application, administration or violation of the workplace practices. The standard of review for any such judicial review shall be one employed by the Ontario Courts when reviewing a labour arbitrator's decision regarding the interpretation, application, administration or violation of a Collective Agreement.

The Bankruptcy Trustee shall have a limited right of appeal to Mr. Justice Farley, or any other sitting judge of the Ontario Superior Court of Justice (in Bankruptcy and Insolvency), regarding any decision of the arbitrator/mediator or arbitrator which imposes any obligations or liability upon the Bankruptcy Trustee which are inconsistent with Part I of the BIA.

#### **ARTICLE 11 - ARBITRATION**

Included above.

#### **ARTICLE 12 - STANDARD HOURS OF WORK**

- 12.01 The following paragraphs are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week or otherwise.
- 12.02 The normal hours of work shall be seven and one half (7-1/2) hours per day or seventy-five (75) hours in a two week pay period.

An employee will be considered full-time and eligible for all benefits as defined in Article 18, who works between sixty-seven and one half (67-

1/2) hours and seventy five (75) hours in a two (2) week period.

- 12.03 Where an employee is required to work in excess of the normal hours per day, or in excess of seventy-five (75) hours in a two week pay period, the employee shall be paid for the excess hours at the rate of time and one-half the employee's basic straight time rate of pay.

It is agreed that there will be no pyramiding i.e. (on a worked hour that is used for an overtime calculation it cannot be used on any other basis of overtime calculation).

- 12.04 **All** employees will be scheduled to receive every other weekend off.
- 12.05 No employee shall be normally scheduled to work more than seven (7) consecutive days in a row, and the Employer will attempt to keep split days off to a minimum.
- 12.06 When scheduling normal shift rotation changes, there shall be sixteen (16) hours between the finish and start of such changes unless mutually agreed upon by the employee and Employer.
- 12.07 Schedules of working hours will be posted at least two (2) weeks in advance of the week to which they apply. The Employer must notify an employee at least twenty four (24) hours in advance of any change in his/her posted schedule, circumstances permitting.

## **ARTICLE 13 - RECOGNIZED HOLIDAYS**

### **13.01 Amended as Per Sudbury York**

a) The following days shall be recognized as holidays and employees who have acquired seniority will be paid for such at their basic straight time rate of pay.

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

Two (2) floating holidays to be taken on a day mutually agreed upon

between the Employer and the employee.

b) To be eligible for the payment as noted in Article 13.01 (a), an employee must have worked his last scheduled work day prior to such holiday, and the first scheduled work day succeeding such holiday, unless absent with the permission of the Employer.

c) Statutory Holiday shall be defined as where the majority of hours worked fall between midnight (2400 hours) beginning the agreed recognized holiday and midnight (2400 hours) of its termination.

13.02 Any employee who works on any of the above holidays shall receive time and one-half (1-½) of his regular rate of pay and in addition be paid a lieu day for that holiday he worked.

The Employer will pay for the lieu day at the employee's basic straight time hourly rate of pay.

13.03 Time off in lieu of Statutory Holidays shall be granted within four (4) weeks of the Holiday unless it is mutually agreed otherwise between the employee and the employer.

13.04 Where possible, employees shall be allowed three (3) consecutive days off at Christmas or New Years.

13.05 In addition, a part time employee, regardless of whether or not she works on the holiday, shall receive a full day's holiday pay at her regular rate of pay if she has worked twelve (12) or more days in the preceding twenty-eight (28) days prior to the holiday. If such part-time employee is on leave with the permission of the Employer during the said twenty-eight (28) days, qualifier will not apply.

## **ARTICLE 14 - VACATIONS**

### **AMENDED AS PER SUDBURY YORK:**

**Vacation.** Vacation will be based on the following:

<b>Years of Service</b>	<b>Vacation Entitlement</b>
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 service	10 working days at 4% of total earnings
Two (2) years of service	15 working days at 6% of total earnings
Eight (8) years of service	20 working days at 8% of total earnings
Fifteen (15) years of service	25 working days at 10% of total earnings
Twenty-five (25) years of service	30 working days at 12% of total earnings

14.01 For the purpose of calculating vacations and eligibility, the fiscal year shall be from May 1 of any year to April 30 of the following year. Vacation schedules shall be posted on May 1 in each year. Vacations shall be taken during the current calendar year.

In scheduling vacations the seniority of employees shall be recognized within a classification on the same time schedule, provided such employees make a request for vacation in writing not later than April 1 of any current calendar year

14.02 In the event of termination of service of an employee for any reason, the employee shall be entitled to payment in lieu of vacation, pursuant to the Employment Standards Act.

14.03 When a recognized holiday falls during his vacation, at the Employer's option, an employee shall be entitled to:

- a) An additional day of vacation, or

b) An additional day's pay at his basic rate in lieu of the holiday.

14.04 Vacation pay shall be on a separate cheque.

14.05 By February 1st, each department shall post a list and the employees shall indicate by April 1st the vacation period they wish. Employees shall have the option of claiming all of their accrued vacation as an unbroken period of time. The Department Head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department.

Vacation will not be granted between December 15th and January 5th.

The Department Head shall post a list of the vacation periods by April 15th. After April 15th, the Department Head of the employee shall not alter the vacation periods unless by mutual consent.

Where an employee qualifies for sick leave requiring hospitalization, or bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits.

An employee shall receive his vacation pay prior to the start of his vacation period, provided a written request is received by the Employer at least two (2) weeks prior to the start of his vacation. Vacation pay drawn or received shall be in proportion to the vacation being taken.

In the case of death, full accumulated vacation entitlement shall be paid to the beneficiary as stated in writing.

## **ARTICLE 15 - SICK LEAVE**

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

15.02 Employees who have acquired seniority standing will become eligible for one and one-half (1-½) days of sick leave per each month of continuous employment after July 1st, 1974. Any unused sick leave will accumulate to the employee's credit and such unused sick leave may accumulate to a



maximum of One Hundred and Twenty (120) days.

- 15.03 Where an employee is granted leave of absence in accordance with Article 16, he shall retain his accumulated sick leave credits.
- 15.04 Payment of sick leave credits will commence on the first day of illness.
- 15.05 Payment of all sick leave credits shall be at the employee's basic straight time rate of pay, and same shall be deducted from the employee's accumulated sick leave credits.
- 15.06 Upon request, the employee shall provide the Employer with proof of illness satisfactory to the Employer.
- 15.07 A record of all unused sick leave credits will be posted annually.

## **ARTICLE 16 - LEAVE OF ABSENCE**

- 16.01 In the case of the death of a member of an employee's immediate family, the employee will be granted a leave of absence with pay not to exceed three (3) consecutive days following the date of death for the purpose of mourning.

immediate family shall be defined as parents, including step-parents, brother, sister, spouse, child, grandchild, grandparents, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

Note: A spouse:

- a) is a person who is legally married to the employee, or
- b) is a person who is in an intimate relationship with the employee and has been living with that employee at least one year, or
- c) is a person who shares natural or adoptive children with the employee and is living with the employee;
- d) includes a person of the same sex.

Bereavement pay shall be paid only for days upon which the employee was scheduled to work. Bereavement leave will be taken between the date of death and the day after the day of the funeral. The employee will notify the employer of the date of the funeral.

- 16.02 Upon application in writing by an employee to the Administrator setting out reasons for the request, the Administrator may grant leave of absence without loss of seniority. A reply to the application will be

provided in writing.

- 16.03 Leave of absence without pay and without loss of seniority shall be granted to employees elected or appointed to represent the Union at conventions, seminars, or perform any other function on behalf of the Union, provided the employer receives at least two (2) weeks prior notice. The employer may, but shall not be required to, grant such leave on less than two (2) weeks notice. In no circumstances will leave be granted to more than two (2) employees from any one (1) department at any one (1) time, nor will the total of such leaves of absence taken by all employees exceed a maximum total of forty-five (45) days per calendar year.
- 16.04 An employee who becomes pregnant, will be granted leave in accordance with current Provincial Standards. Seniority shall accumulate during the period of such leave.

## **ARTICLE 17 - PAYMENT OF WAGES**

- 17.01 The wages and salaries in accordance with Schedule 'A' attached hereto, shall be paid to the employee, in accordance with the existing practices.
- 17.02 Employees shall, upon giving ten (10) working days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.
- 17.03 When an employee is temporarily transferred to replace an employee in a higher paid classification, coming within the scope of this Agreement, he shall be paid the rate of pay consistent with his position on his salary range, of the employee he is replacing.

When an employee is temporarily transferred to a lower rated job he shall receive his own rate, unless he seeks such transfer, in which case he shall receive the rate of the job to which he is transferred.

Where an employee advances to another job classification higher than their present classification, such employee shall be paid at the rate step which ensures that the employee shall not be paid at a rate less than that which the employee presently enjoys.

- 17.04 All employees who are required by the Employer to work afternoon or night shifts shall receive a shift premium of thirty-five (35) cents for each hour worked on the afternoon or night shifts.

NEW **17.05 Weekend Premium** As per **Sudbury** York

A weekend premium of fifteen cents (15¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday

NEW **17.06 RPN Responsibility Allowance for Work Outside the Bargaining Unit** As per **IAP Kaplan** Award

- 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 ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- b) Where an RN is absent from her/his normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one half (½) shift, the Employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

NEW **17.07 Reporting Payment** – As per **Sudbury** York

An employee who reports to work as scheduled or is called into work on his/her assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate. The Employer may elect to assign the employee to any other work in the nursing home which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the nursing home or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.

## **ARTICLE 18 - BENEFITS**

18.01 The Employer shall:

- a) Pay 100% of the Ontario Health Insurance Plan or single/family coverage for each employee not covered through some other member of his family.
- b) The Employer agrees to pay any charges by the medical practitioner above O.H.I.P. rate for the annual x-rays and/or medical requirements by the Employer.

18.02 The Employer shall provide a group life insurance plan for all employees. The Employer shall pay one hundred percent (100%) of the premium of such plan. The amount of coverage provided under the Plan shall be \$15,000.00 for each employee.

18.03 Effective December 15, 1991 the Employer shall pay one hundred per cent (100%) of the single/family premiums of the Extended Health Care Plan including drugs (10/20 deductible) for each employee.

### 18.04 **Dental Plan**

The Employer shall, effective December 15, 1991, establish a Dental Plan for each employee equivalent to the Blue Cross #9 with maximum of \$1,000.00 at current O.D.A. rates and shall pay fifty per cent (50%) of the single/family premium of such plan.

### 18.05 **Uniform Allowance**

The Employer shall pay a Uniform Allowance of eighty four (\$84.00) dollars to each full time employee and sixty (\$60.00) dollars to each part time employee required to wear a uniform. Such payment shall be made on the last pay cheque of every calendar year annually.

### 18.06 a) **Vision Care**

The Employer shall establish a Vision Care Plan to provide for:

#### **As per the Settlement Agreement:**

Those Employees who are engaged by the Bankruptcy Trustee as of the

Effective Date of this Settlement Agreement shall continue to receive \$125 each year.

All future Staff Members engaged by the Bankruptcy Trustee after the Effective Date of this Settlement Agreement shall receive one-hundred and forty dollars (\$140.00) every two years .

**As per the Sudbury York Agreement:**

**18.06 b) Orthotics**

Your premium payment for orthotics will be paid out one hundred percent (100%) by the Employer, and Employees will receive one hundred percent (100%) reimbursement to a maximum of three hundred dollars (\$300.00) per year.

**18.07 Pension Plan**

- 1) Commencing December 15, 1991 each eligible employee covered by this collective agreement shall contribute from each pay cheque an amount equal to two per cent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being two per cent (2%) of applicable wages.
- 2) The definition of "applicable wages" for purposes of determining contributions to the 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.
- 3) "Eligible employees" shall mean all full-time and part-time employees in the bargaining unit. All employees must complete 975 hours to be eligible for the Pension Plan.
- 4) The employer agrees to be bound by the terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Industry Pension Plan dated February 13, 1990 and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time.

Commencing December 15, 1993, equal contributions of four per cent (4%) will be made by the employer and each eligible employees.

**Pension Plan – As per the Settlement Agreement:**

**SCHEDULE "I"**

**PARTICIPATION AGREEMENT**

BETWEEN:

**Ernst & Young Inc., in its capacity as Trustee in Bankruptcy of the consolidated estates in bankruptcy of The Royal Crest Lifecare Group Inc.,  
952527 Ontario Inc., Marble Health Care Limited Partnership and Marble Health Care General Partnership**

(hereinafter called the "Bankruptcy Trustee")

OF THE FIRST PART

- and -

**The Trustees of the Nursing Homes and Related Industries Pension Plan**

(hereinafter called the "Pension Plan Trustees")

OF THE SECOND PART

In consideration of the Bankruptcy Trustee making contributions to the Nursing Homes and Related Industries Pension Plan (the "Plan") in accordance with the Settlement Agreement between the Bankruptcy Trustee and Service Employees Local Lon (the "Union") dated March \_\_\_\_\_, 2005 (the "Settlement Agreement") and in consideration of the Trustees making benefits available to the Staff Members as defined in the Settlement Agreement, on whose behalf contributions are being made, the parties agree as follows:

The Bankruptcy Trustee and the Staff Members shall, from and after the Effective Date as defined in the Settlement Agreement, make contributions to the Plan in accordance with the terms of the Settlement Agreement. If the Bankruptcy Trustee fails to make the contributions as contemplated in the Settlement Agreement, the Trustees or Union may take action to collect such amounts owing pursuant to the Grievance and Arbitration Procedure described in the Settlement Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages

and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust consolidated to October 18, 1991, as amended (the "Declaration of Trust"), provided that for the purposes of section 6.11 of the Declaration of Trust, any arbitration shall be carried out in accordance with the Grievance and Arbitration Procedure described in the Settlement Agreement.

The Bankruptcy Trustee acknowledges the right and obligation of the Trustees to administer the Plan and Fund and provide benefits in accordance with the Declaration of Trust and the Plan.

Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Bankruptcy Trustee shall in no event exceed the obligation to make contributions as set out in the Settlement Agreement, together with interest, damages and costs for which the Bankruptcy Trustee may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

The Bankruptcy Trustee has no obligations with respect to the Plan beyond the obligation to make contributions pursuant to the Settlement Agreement and the obligation to provide information to the Administrator (as defined in the Declaration of Trust) as contemplated by this Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Settlement Agreement, the Plan, this Participation Agreement or the Declaration of Trust shall be construed as obligating the Bankruptcy Trustee to make contributions other than contributions for which the Bankruptcy Trustee is obligated by the Settlement Agreement. It is understood that there shall be no liability upon the Bankruptcy Trustee, the Union or the Trustees to provide the benefits established by the Nursing Homes and Related Industries Pension Plan, if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

The Trustees confirm that they are not imposing any terms and conditions on the Bankruptcy Trustee under Section 2.03 of the Plan, other than applicable provisions of the Settlement Agreement.

It is agreed and understood by the Bankruptcy Trustee, the Trustees and the Union that should the current pension legislation or regulations be changed so that the Bankruptcy Trustee's obligation to contribute to the Plan exceeds the amount specified in the Settlement Agreement and the Participation Agreement, the parties shall take all steps that may be necessary to ensure that the Bankruptcy Trustee's contribution obligation shall not exceed that which the Bankruptcy Trustee would have under the Settlement

Agreement if the Plan were a defined contribution plan.

The Trustees will provide to the Bankruptcy Trustee, a copy of the Declaration of Trust and the Plan and a copy of any subsequent amendments as they are made to the Declaration of Trust and the Plan, including without limitation copies of, and evidence of the filing with the Superintendent of Financial Services of, Amendment No. **[insert number]** to the Declaration of Trust effective **[insert date]** and Amendment No. 3 to the Plan effective **[insert date]**.

The Bankruptcy Trustee agrees to provide to the Administrator (as defined in the Declaration of Trust), on a timely basis, all information required pursuant to the ***Pension Benefits Act, R.S.O. 1990, Ch. P-8***, as amended, which the Administrator (as defined in the Declaration of Trust) may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee as follows:

- (i) To be Provided at Commencement of Member's Participation
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Bankruptcy Trustee's fund entry date (for the purpose of calculating past service credit) Gender
  
- (ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Bankruptcy Trustee portion of arrears owing due to error, or late enrolment by the Bankruptcy Trustee
  
- (i) To Be Provided Initially And As Status Changes
  - Full Address
  - Termination Date Where Applicable (MMIDD/YY)
  - Marital Status



## **ARTICLE 19 - HEALTH AND SAFETY**

- 19.01 No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of any member of the Safety and Health Committee, may cause an endangerment. The employee shall state the reason for her concern to her supervisor.
- 19.02 An employee may refuse to work, subject to limitations imposed by the Occupational Health and Safety Act, when she believes that a workplace condition or a tool/equipment which she is using or is told to use, is likely to endanger her.

## **ARTICLE 20 - GENERAL CONDITIONS**

- 20.01 The Employer shall provide a meal for an employee working three (3) consecutive hours of overtime.
- 20.02 The Union shall have the privilege of posting Union Notices on the bulletin board of the Employer. Such notices must have prior approval of the Administrator before being posted.
- 20.03 The Employer and the Union shall meet to discuss labour and management relations at mutual convenience when the occasion arises. Representation of each side shall not exceed three (3) in number.

At the time of requesting such meeting, the party making the request shall furnish the other party with a written agenda of the matters it wishes to discuss. The purpose of such meeting shall be to discuss matters of mutual interest and such meetings shall not be used to negotiate matters properly the subject of collective bargaining negotiations.

## **ARTICLE 21 - MISCELLANEOUS**

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

- 21.02 When a new classification (which is covered by the terms of this Collective Agreement) is established by the employer, the employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request, in writing, a meeting with the employer to endeavour to negotiate a mutually satisfactory rate. A request must be made within ten (10) working days after the receipt of notice from the employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within twenty (20) working days of such meeting. The decision of the Board of Arbitration, or Arbitrator as the case may be, shall be based upon a comparison with the rates for other classifications within the Home having regard to the nature of the work and requirements of such classification.
- 21.03 The Employer agrees that an official of the Local will be given the opportunity to interview each newly hired employee for the purpose of advising such employee of his or her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises, in a location designated by the Employer. This interview shall occur after the probation period of an employee and shall not exceed fifteen (15) minutes.
- 21.04 The cost of printing the Collective Agreement shall be shared by the parties, each paying one-half (½) the cost thereof.
- 21.05 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- 21.06 Letters of Reprimand

Letters of reprimand are to be removed from an employee's records after one and a half (1-1/2) years from the date of reprimand.

## **ARTICLE 22 - PART TIME EMPLOYEES**

- 22.01 An employee working an average of 23-¼ hours or more per week, such average computed over any two consecutive pay period shall:

- a) be entitled to seniority, according to the ratio of their working hours to the full normal scheduled hours in Article 12.02.
- b) progress from one step in the salary range to the next according to the ratio of hours worked, to the full normal scheduled hours defined in Article 12.02.
- c) a part time employee shall receive an additional rate of pay of twelve percent (12%) above the regular rates of pay set out in Schedule 'A' in lieu of all benefits to which full time employees are entitled save and except Pension Plan.
- d) 1950 work hours equal one (1) year seniority.
- e) part-time employees shall receive vacation pay on a bi-weekly basis.

## **ARTICLE 23 - DURATION**

### **23.01 As per Simmons Award:**

Retroactive payment to individuals relating to the general wage increases shall be paid within thirty (30) calendar days from the effective date of the award, and shall be based on all hours paid.

Employees who have left the employ of the employer will be notified by registered mail within thirty (30) calendar days of the date of the award of their entitlement to retroactivity addressed to their last known address. The employees shall have a further sixty (60) calendar days to claim their retroactivity.

### **How do we negotiate improvements in the future?**

Until there is a purchaser who assumes the responsibility of Employer in order to negotiate, the former-Royalcrest Homes will follow whatever improvements are reached between Extendicare and the eight (8) CUPE Homes who bargain together.

### **As per the Settlement Agreement:**

The Bankruptcy Trustee is not bound by the terms of the Collective Agreements and is not required to bargain collectively with CUPE, provided however the Bankruptcy Trustee shall provide the Benefits except as amended in Schedule J

and pay the wage rates to Staff Members arising from future settlements or interest arbitration award(s) between CUPE and Extendicare as they apply to Extendicare Sudbury York Nursing Home, as well as the other terms and conditions of such future settlements or interest arbitration awards as they apply to Extendicare Sudbury York Nursing Home if such terms and conditions do not conflict with this Settlement Agreement.

## **RETROACTIVITY - WAGES**

All wage increases will be retroactive to December 15 of each preceding calendar year.

All retroactive wages will be paid within forty-five (45) days of receiving the Ministry of Health funding.

## APPENDIX A - WAGES

<u>Classification</u>	<u>Step</u>	<u>Current</u>	<u>Effective Jan. 1/07</u>	<u>RPN adjustment \$0.30 hr.</u>	<u>Effective Jan. 1/08</u>	<u>RPN adjustment \$0.30 hr.</u>
RPN	Probation	19.864	20.420	20.720	21.300	21.600
	Start	20.079	20.641	20.941	21.528	21.828
	1 Year	20.509	21.083	21.383	21.982	22.282
	2 Year	20.734	21.315	21.615	22.220	22.520
	3 Year	20.960	21.547	21.847	22.459	22.759
HCA	Probation	16.606	17.071		17.549	
	Start	16.821	17.292		17.776	
	1 Year	17.305	17.790		18.288	
	2 Year	17.509	17.999		18.503	
	3 Year	17.713	18.209		18.719	
Aides	Probation	16.230	16.684		17.152	
	Start	16.445	16.905		17.379	
	1 Year	16.886	17.359		17.845	
	2 Year	17.090	17.569		18.060	
	3 Year	17.294	17.778		18.276	
Cook 1	Probation	18.412	18.928		19.458	
	Start	18.627	19.149		19.685	
	1 Year	18.777	19.303		19.843	
	2 Year	18.971	19.502		20.048	
	3 Year	19.164	19.701		20.252	
Cook 2	Probation	17.165	17.646		18.140	
	Start	17.380	17.867		18.367	
	1 Year	18.111	18.618		19.139	
	2 Year	18.326	18.839		19.367	
	3 Year	18.541	19.060		19.594	
Restorative Care Aides						
	<u>Restorative*</u>	15.364	15.794		16.236	
	*(With HCA certificate)					
	<u>Care Aides**</u>					
	** (Without HCA Certificate)	15.659	16.097		16.548	