

COLLECTIVE AGREEMENT

Between:

**BAYSHORE HOME HEALTH CARE
SAULT STE. MARIE**
(Hereinafter referred to as the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

Expires August 31, 2017

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – SCOPE	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – NO DISCRIMINATION	2
ARTICLE 5 – NO STRIKES OR LOCKOUTS.....	3
ARTICLE 6 – UNION REPRESENTATION	3
ARTICLE 7 – UNION SECURITY.....	4
ARTICLE 8 – GRIEVANCE AND ARBITRATION.....	5
ARTICLE 9 - SENIORITY	8
ARTICLE 10 – JOB POSTING	11
ARTICLE 11 – BEREVEMENT LEAVE	12
ARTICLE 12 – LEAVES OF ABSENCE	12
ARTICLE 13 – JOB CLASSIFICATION.....	17
ARTICLE 14 – BULLETIN BOARDS.....	17
ARTICLE 15 – VISITS AND SCHEDULING	17
ARTICLE 16 – PREMIUM & OTHER PAYMENT	18
ARTICLE 17 – PERSONNEL FILE.....	19
ARTICLE 18 – TRAVEL.....	20
ARTICLE 19 – PAID HOLIDAYS.....	20
ARTICLE 20 – VACATION.....	21
ARTICLE 21 – BENEFITS AND INSURANCE	21
ARTICLE 22 – RRSP CONTRIBUTION	22
ARTICLE 23 – NIGHT PREMIUM	23
ARTICLE 24 – WORKPLACE SAFETY & INUSRANCE INJURY.....	23
ARTICLE 25 – GENERAL.....	24
ARTICLE 26 – TERM.....	24
ARTICLE 27 – COMPENSATION	25
SIGNING PAGE.....	26
APPENDIX “1”	27
WAGE SCHEDULE	27
APPENDIX “2”	28
WAGE SCHEDULE	28
APPENDIX “3”	29
BENEFITS PLAN SUMMARY	29

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible community health services.
- 1.03 Standards
- The Employer and the employees agree that in interpreting this Collective Agreement, they will comply with the provisions of the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act*.

ARTICLE 2 – SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses and Registered Practical Nurses employed in a nursing capacity by Bayshore Home Health Care - Sault Ste. Marie in the district(s) of Sault Ste. Marie, Elliot Lake, Blind River, Desbarats, Echo Bay, Garden River, Iron Bridge, Thessalon and save and except Managers and person above the rank of Nurse Manager.
- 2.02 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.03 A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*.
- 2.04 A graduate nurse is defined as a nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being certified by the College of Nurses of Ontario or is completing registration requirements.
- 2.05 A registered practical nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*.
- 2.06 Work of the Bargaining Unit
- Subject to the operational requirements of the business the Employer will endeavour not to contract out the work normally performed by members of this bargaining unit except:
- (i) for purposes of instruction,

- (ii) in the event of an emergency situation,
- (iii) when performing developmental or experimental work, or
- (iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Employer retains all the rights of management save insofar as they are modified by this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Employer to:
- (a) maintain order, discipline and efficiency, and to establish and alter from time to time rules and regulations to be observed by employees;
 - (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees, provided (subject to Article 8) that a claim by an employee of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine the methods, job classifications and content, work assignments, schedules, procedures, programs, locations, equipment, areas in which the employees work, numbers of employees and staff requirements.
- 3.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 4.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, as amended.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer will recognize the following:

(a) Nurse Representatives

The Employer agrees to recognize two (2) nurse representatives (1RN and 1 RPN) for the purpose of dealing with grievances and conducting Association interviews.

- (b) A Grievance Committee of Two (2) employees for the purpose of meeting with the Employer in the grievance procedure.
- (c) A Negotiating Committee of Two (2) employees (1 RN and 1 RPN) and in addition to the Bargaining Unit President.
- (d) A Union-Management Committee composed of two (2) members each of the Employer and the Union. Meetings of this Committee shall be held at least quarterly, or more frequently as otherwise mutually agreed.

Agenda items to be discussed shall be exchanged in writing at least five calendar days prior to the meeting. Meetings of this Committee will be to discuss matters of mutual concern, matters relating to Bayshore or matters relating to the interpretation or administration of the Agreement. The Committee shall promote and provide for effective and meaningful communication.

- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.

- 6.02 The Union, the Employer and the employees acknowledge their specific duties and responsibilities pursuant to the *Occupational Health and Safety Act, R.S.O. 1990, Chap. 0.1*, as amended from time to time.

- (a) Occupational Health and Safety Committee: The Employer agrees to establish an Occupational Health and Safety Committee that meets the requirements set out in applicable legislation.

The Occupational Health and Safety Committee shall be made up of four (4) employees of the Employer with two (2) to be appointed by the Union.

- (b) The Union will encourage its Health and Safety Committee representative to serve a minimum of two (2) years. Committee members shall be entitled to be paid in accordance with *subsection 9(35)* of the *Occupational Health and Safety Act* for the time provided for in *subsection 9(34)* of that Act.
- (c) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all Safety Rules and practices.

- 6.03 The Union will supply the Employer with the names of its representatives and any changes thereto.
- 6.04 The Employer shall pay representatives and Committee members their respective salaries for all monies lost from regularly scheduled visits for attending meeting scheduled under 6.01 (e), negotiating the Collective Agreement and renewals thereof, up to and including conciliation. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- 6.05 The Employer agrees that a Union representative shall be given the contact information of each newly hired employee during the first pay period of their probation period.
- 6.06 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.
- 6.07 The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 7.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the month from which the dues are remitted. The Employer will also identify job classification and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost) and employees on Leaves of Absence. On a semi-annual basis, the Employer will also provide the member's current addresses and phone numbers, shown on the

Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Supervisor (or designate). The Employer will respond to such requests with any information it has which is readily available, within four weeks.

- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

8.01 Definition

A grievance is defined as any difference arising between the Employer and an employee or employees or the Union and the Employer as to the interpretation, application, administration, or alleged violation of the Collective Agreement.

- 8.02 The grievance shall identify the nature of the grievance, the employee involved, the date on which the alleged grievance occurred, the remedy sought and should specify the provisions of the Collective Agreement which are alleged to have been violated.

- 8.03 (a) If an employee feels that she has a grievance or complaint she shall discuss it with her immediate Supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have come to the attention of the employee. An earnest effort to settle the difference shall be made by the employee and the Supervisor.
- (b) Failing settlement within five (5) days, it may then be taken up as a grievance within ten (10) days following her immediate Supervisor's decision in the following manner and sequence:

Step 1

The employee shall submit the grievance signed by her, in writing, to her immediate Supervisor. The employee may be accompanied by a Union Representative. The immediate Supervisor will deliver her decision in writing within five (5) days following the day on which the written grievance was presented to her. Failing settlement, then:

Step 2

The grievance may be submitted by the employee with the assistance of the Union Representative within five (5) days thereafter to the Manager or her designate who will call a meeting with the designated Union representatives who may be accompanied by a staff representative of the Union. This meeting will be held within five (5) days of the receipt of the grievance at Step Two, or at a date set by mutual agreement of the parties. The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting. If the grievance is not resolved it may be referred to arbitration.

Either the Employer or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at the Step Two meeting.

8.04 Arbitration

- (a) Should any grievance fail to be satisfactorily settled during the grievance procedure, the grievance may be referred to arbitration within fifteen (15) days following receipt of the answer at Step II. The party referring the grievance to arbitration shall notify the other party in writing.
- (b) There shall be a list of five (5) Sole Arbitrators who shall act as the Sole Arbitrator as provided for in this Article. The list of Arbitrators and their order of rotation shall be as follows:
 - i) William Kaplan
 - ii) Peter Chauvin
 - iii) Louisa Davie
 - iv) John McNamee
 - v) Marilyn Silverman

It is further understood that as each Arbitrator is selected as Sole Arbitrator, as the case may be, his/her name shall be moved to the bottom of the list and the Arbitrators shall thereby be rotated.

The Employer will maintain the list of Arbitrators and their sequential assignments.

- (c) The Sole Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- (d) If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be deemed to have been finally abandoned.

8.05 Time Limits

No grievance may be processed to arbitration unless it has been properly processed through the Grievance Procedure and within the time limits established by this Collective Agreement. Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth within this Article or the matter shall be deemed to have been abandoned.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Collective Agreement. If a grievance which has been introduced into the Grievance Procedure is not processed within any of the time limits set down by this Collective Agreement, this specific grievance may not be reintroduced as a new grievance. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding Step, provided she presents the grievance at this next Step within five (5) days after the expiration of the said time limit.

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent in writing by the Manager or her designate and the Union designate.

8.06 Authority of Sole Arbitrator

The Sole Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Collective Agreement, nor to give any decision inconsistent with it. The Sole Arbitrator shall have the power only to settle grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

8.07 Compensation of the Sole Arbitrator

The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairperson or of a single arbitrator.

8.08 Place of Hearing

Arbitrations shall be heard at Sault Ste. Marie, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

8.09 Agreements During Grievance Procedure

All agreements reached under the Grievance Procedure between the representatives of the Employer and the Union will be final and binding upon the Employer and the Union and the employees.

8.10 Discharge Grievance

If an employee who has completed her probationary period believes she has been unjustly discharged, such claim may be submitted by the employee, who may be accompanied by a Union Steward, at Step 2 of the Grievance Procedure to the Employer within ten (10) days after she has been given notice of discharge.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

8.11 Union and Employer Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within fifteen (15) days following the circumstances giving rise to the grievance. Employer grievances will be submitted to the Union office and Union grievances will be submitted to the Manager or her designate. The Employer and the Union shall have ten (10) days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievances may be referred to arbitration pursuant to Article 8.05.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby bypassed.

8.12 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, to the Manager or her designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

ARTICLE 9 - SENIORITY

- 9.01 (a) Probationary Period: A new employee shall be a probationary employee during the greater of her first six months or 450 visits actually worked.
- (b) The purpose of the probationary period is to determine, in the opinion of the Employer, the suitability of the employee for continued employment with the Employer. The dismissal of an employee in the probationary period may be made at any time without notice or reasons and any such dismissal shall not be subject to the grievance and arbitration procedure.

9.02 Service

Service shall be defined as number of visits worked with the Employer since most recent date of hire.

9.03 Seniority

Seniority shall be defined as the employee's continuous employment with the Employer since the most recent date of employment with the Employer including service prior to certification of the Union.

- 9.04 Where two (2) or more employees have the same seniority standing, the greater seniority shall be given to the employee with the earliest day of application for employment.

9.05 Seniority List

The Employer shall post a copy of the seniority list in the workplace.

- (a) Upon signing of this Collective Agreement, the Employer will furnish the Union office and Union Representative with a copy of the employees' seniority list and a revised copy will be supplied every three (3) months thereafter.
- (b) Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate until the next posting.

When an employee is absent from work for any reason and a seniority list is posted or a change is made therein, the period during which she may protest shall be thirty (30) days following his/her return to work.

9.06 Transfer to Management Positions Outside of the Bargaining Unit

- (a) An employee who is permanently transferred to a Management position outside of the bargaining unit shall for a period of up to six (6) months, retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit within

such six (6) month period she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. This term may be extended up to a further six (6) months on mutual agreement of the Union, employee and Employer.

- (b) In the event that an employee obtains a temporary Management position outside of the bargaining unit for a specific task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to assume the task. The six (6) month period referred to above may be extended by agreement of the parties.

9.07 Effect of Absence

- (a) It is understood that, during any approved absence paid by the Employer, both seniority and service will accrue.
- (b) Service Accrual: During an unpaid absence credit for service for purposes of salary increment, vacation, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence, the benefits concerned appropriately reduced on a pro rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence except that the Employer will continue to pay its share of the premiums for up to twenty-four (24) months while an employee is in receipt of W.S.I.B., EI sick leave, pregnancy or parental leave. Notwithstanding this provision, service shall accrue for the period of fifteen (15) weeks if an employee's absence is due to disability resulting in W.S.I.B. benefits and for periods of seventeen (17) weeks for Pregnancy Leave and up to thirty-seven (37) weeks for Parental Leave.
- (c) It is further understood that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for up to twenty four (24) months if an employee's absence is due to disability resulting in W.S.I.B. benefits, Pregnancy and Parental Leave, or while an employee is on sick leave through the Employment Insurance period or if an employee's unpaid absence is due to an illness.

9.08 Lay-offs and Recalls

- (a) In the event that the Employer determines that the number of employees available for work should be reduced, the least senior employees will be removed from the work availability roster provided the remaining employees have the required skills, qualifications and abilities to do the available visits.

If the Employer later determines that the number of employees available for work should be increased, employees will be reinstated on the work availability roster in accordance with seniority provided the employee has the required skill, qualification and abilities to do the work.

- (b) Employees who are laid off shall receive their Record of Employment within five (5) days. This Record of Employment will be accessible online on the Service Canada website. Should a hard copy be required, it shall be provided within five (5) days of the written request.

9.09 In the event of a proposed layoff the Employer will notify the affected employee and copy the notice to the Union:

Meet with the Association to review the following:

- (i) the reasons causing the layoff;
- (ii) any other alternatives.

ARTICLE 10 – JOB POSTING

10.01 The assignment of visits of work and clients to existing employees on the availability roster shall not be considered as being part of the posting procedures.

10.02 Subject to Article 10.01, jobs which require posting are only those which are created as a result of an establishment of a position which does not relate to individual client care and which has a regular schedule of visits of work. Such jobs shall be made available to employees as follows:

- (i) Postings for jobs referred to in Article 10.02 shall be brought to the attention of all employees working in the classification, as well as any employees who request receiving such posting, by email. Positions shall be open for application for ten (10) days from the date of mailing or issuance of pay slip.
- (ii) The postings referred to in Article 10.02 shall stipulate the qualifications, classifications and wage range, and a copy shall be provided to the Union Representative
- (iii) Employees shall be selected for positions under Article 10.02 on the basis of Seniority provided the employee has the qualification to perform the available work. The name of the successful applicant will be posted on the Employees' bulletin board and unsuccessful applicants will be notified.
- (iv) The Employer shall have the right to fill a job which is posted under Article 10.02 on a temporary basis to allow for posting and a completion of

arrangements to permit the employee selected to fill the vacancy. No grievances may be filed concerning such temporary assignments.

- 10.03 The successful applicant will be placed in the positions which were posted for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then she shall be considered permanently assigned to the position. If the employee cannot perform the position satisfactorily, or if she requests, shall, upon the giving of notice by either the employee or the Employer at any time within the trial period, be returned by the Employer to her previous position where she will be entitled to work assignments in accordance with the application of Article 15 - Visits of Work and Scheduling.

ARTICLE 11 – BEREVEMENT LEAVE

11.01 Bereavement Leave

Where an employee notifies the Employer as soon as possible following a death in the immediate family, and the employee was otherwise scheduled to work, the employee shall be eligible for paid leave for up to three (3) days ending with the day after the day of the funeral for their immediate family and one (1) day for their extended family. The employee shall notify the Employer which days off would be best.

“Immediate family” shall mean parent, spouse (including common-law spouse), child, brother, sister.

“Extended family” shall mean grandparent, or grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law; and

“Immediate family” includes those relationships arising in common law or same sex relationships.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Witness Duty

Where an employee is required by subpoena to attend a court of law or a Coroner’s Inquest as a witness in connection with a case arising from the employee’s duties with the Employer, the employee shall receive the greater of, visits spent as a witness or in the alternative, the employee shall not lose pay as a result of not being able to attend any accepted client assignment that day. This provision shall not apply to grievance arbitrations.

12.02 Jury Duty

An employee who has successfully completed the probationary period and who is required, and reports for jury duty in any court of law, or inquest, shall do so without pay, but without loss of seniority or service, provided that the employee:

- (i) notifies the Employer immediately upon the employee's notification that she will be required to attend in court;
- (ii) presents proof of service requiring the employee's attendance.

12.03 Education Leave

- (a) Leaves of absence without pay may be granted by the Employer to employees who require them in order to further their career opportunities through further education and training. Such leaves shall not be unreasonably denied.
- (b) The Employer has the right to require that employees obtain additional training, (in-services or meetings) education qualification. Where employees are required by the Employer to receive further training (in-services or meetings) or education to maintain or to upgrade employment qualifications, the employee shall be paid for all time spent and the Employer shall pay the cost of the training.

12.04 Union Leave

- (a) The Employer shall grant leave of absence without pay to a maximum total of twenty-five (25) days in the aggregate per calendar year, to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer's service. No more than two (2) employees may be absent on Union leave at any one time.
- (b) In requesting such leave of absence for an employee, the Union will give as much notice as possible, but not less than ten (10) days notice.
- (c) Upon direction from the Union, the Employer will pay the regular salary to the employee and bill the Union for the amount stipulated.

12.05 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.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (e) Unless the employee elects in writing not to continue on the benefit plan, the Employer will for a period of up to seventeen (17) weeks while the employee is on pregnancy leave, continue to pay its share of the contributions for the benefit plan provided for in Article X of this Agreement. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for benefits.
- (f) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, if the employee provides at least four (4) weeks notice of her date of return, the employee shall be reinstated to her position or provided with alternative work of a comparable nature at the same rate of pay.

The term "comparable nature of work" shall mean an offer of the average number of visits worked in the previous thirteen (13) weeks prior to the pregnancy leave it being understood that such work may be taken from the most junior employees.

12.06

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 at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) 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 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 who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum aggregate of six (6) months. Written notice by the

employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

- (d) 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.
- (e) 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 an employee is on parental leave.
- (f) Unless the employee elects in writing not to continue on the benefit plan, the Employer will for a period of up to thirty-five (35) weeks while the employee is on parental leave, continue to pay its share of the contributions for the benefit plan provided for in Article X of this Agreement. It is understood that the employee shall be required to pay, monthly in advance, the employee portion of the billed premium for benefits.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, if the employee provides at least four (4) weeks notice of her date of return, the employee shall be reinstated to her position or provided with alternative work of a comparable nature at the same rate of pay.

The term "comparable nature of work" shall mean an offer of the average number of visits worked in the previous thirteen (13) weeks prior to the parental leave, it being understood that such work may be taken from the most junior employees.

12.07 Family Medical Leave

Family Medical leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with *section 49.1 of the Employment Standards Act*.

Any employee who is on Family Medical leave shall continue to accumulate seniority and service.

Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties at the same rate of pay.

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

12.08 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency;
2. The death, illness, injury or medical emergency of an individual described in this Article;
3. An urgent matter that concerns an individual described in this Article.

For the purpose of this Article, the individuals referred to in this Article are:

- The employee's spouse;
- A parent, step-parent or foster parent of the employee or the employee's spouse;
- A child, step-child or foster child of the employee or the employee's spouse;
- A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;
- The spouse of a child of the employee;
- The employee's brother or sister;
- A relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise the Employer that she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days' leave under this section each year.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee held, if it still exists, or to a comparable position, if it does not.

Employer agrees to make every effort to reinstate numbers of visits a casual employee had at the time leave was taken.

12.09 Workers' Compensation

The Employer and the Union agree to work together to identify alternate work for employees who need accommodation when returning to work from WSIB.

12.10 Personal Leave of Absence

The Supervisor may grant a request for leave of absence for personal reasons without pay provided that he receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

ARTICLE 13 – JOB CLASSIFICATION

- 13.01 (a) When the Employer determines that a new classification (which is covered by the terms of this Collective Agreement) is established, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) 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 fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

ARTICLE 14 – BULLETIN BOARDS

- 14.01 The Employer shall provide a bulletin board for the use of the Association to post notices to its members.
- 14.02 Employees shall be paid bi-weekly by direct deposit every other Friday.
- 14.03 The Employer shall provide each employee with a computer that will enable the employee to fulfil the requirements of their work in a timely fashion.

ARTICLE 15 – VISITS AND SCHEDULING

- 15.01 (a) Nothing in this Agreement shall be construed as a guarantee of hours of work (or visits) per day or per week, or a guarantee of days of work per week.
- (b) Employees shall provide the Employer a commitment of availability to work for the preceding six (6) month period (January to June) on the preceding November and for the six (6) months period (July to December) the preceding May.

The commitment of availability shall contain the days, hours, geographical area and the maximum visits (not to exceed 14 visits per days) the employee is prepared to accept and shall include one weekend (Saturday & Sunday) in any two week pay period.

The commitment shall not exceed 88 hours worked per pay period, without the written consent of the Employer.

- 15.02 Assignment of visits for new and existing clients will be assigned to employees based on the following priority list:

1. Employee must be available and possess the required skills, qualifications and abilities.
2. Continuity of care, up to the Employee's commitment.
3. Employees who are under their commitment for the two week pay period, based on seniority.
4. Seniority of remaining available employees.

- 15.03 The Employer will maintain records of visits assigned or offered and refused.

- 15.04 In the event that an employee is not receiving their desired commitment (more than an average 25% drop in a 30 day period). The employee shall have an opportunity to amend their original commitment.

- 15.05 An employee who believes that the Employer has violated Article 15 with the result that she has been adversely affected will raise the issue with her direct supervisor. If her concern is not resolved and the Union has probable grounds to suspect that a violation occurred it may request that the Employer provide information relevant to the concern in order to investigate. The Employer will provide the information within a week of the Union's request.

- 15.06 Daylight Savings Time

Where there is a change to Daylight Savings from Standard Time or vice versa, a shift employee shall be paid for her actual hours worked.

ARTICLE 16 – PREMIUM & OTHER PAYMENT

- 16.01 Overtime shall be paid for all visits beyond eighty-eight (88) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time visit rate of pay. Overtime is subject to authorization by the Employer or designate.
- 16.02 When an employee is required to work on a paid holiday she shall be entitled to receive time and one-half (1½) her regular straight time visit rate.
- 16.03 On Call
- (a) All qualified employees shall be scheduled on call two (2) days per month such days shall be outside of her regularly scheduled working hours, she shall receive on call pay in the amount of fifty dollars (\$50.00) per day for 1700 to 0800 during the week, and on the weekend and Paid Holidays one hundred dollars (\$100.00) per day for 0800 to 0800.
 - (b) When a nurse is on call and is required to make a client visit she shall be paid the two times (2x) applicable visit rate.
 - (c) On call will be scheduled on a voluntary basis. Shifts not covered will be distributed amongst qualified employees who have not volunteered to work.

ARTICLE 17 – PERSONNEL FILE

- 17.01 Upon written request, an employee shall have the right to review her personnel file once a year.
- If an employee disagrees with any information contained in her personnel record, she may file a rebuttal to the same to be placed in her personnel record.
- 17.02 All documents shall be brought to the employee's attention, prior to being placed in her file.
- The employee may sign and date the document indicating she has read it and shall have the opportunity to disagree prior to it being placed on her file.
- 17.03 A copy of all written disciplinary action shall be provided to the employee concerned.
- 17.04 Any letter of reprimand or other sanction will be removed from the record of the employee after twenty-four (24) months or 3600 visits worked, whichever comes sooner, following the receipt of such disciplinary action, provided that the employee's record has been free of similar discipline for the 3600 visits worked or twenty-four (24) months, whichever comes first.
- (a) Any completed evaluation on an employee shall be reviewed with the employee, and the employee shall also be given a copy of the evaluation. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being

placed on her file. If the employee does not wish to add her views to the evaluation such employee shall make a notation to that effect on the form.

- (b) The employee will sign and date the document indicating she has read it. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the employee by the Employer.

ARTICLE 18 – TRAVEL

- 18.01 The Employer will pay the following travel allowance for all visits (excluding the first and last visits of the day) worked by an RN or RPN who works more than one assignment in a day where the employee is required to travel more than one kilometer between each assignment:

As per the pre-certification existing practice.

\$0.40 per km if greater than 10Km from their “home” area or \$4.75 for “urban” \$7.25 for “rural”, whichever is greater.

ARTICLE 19 – PAID HOLIDAYS

- 19.01 The Employer will treat the following days as paid holidays:

New Year’s Day (Jan 1)	Good Friday
Victoria Day	Canada Day (July 1)
Thanksgiving Day	Christmas Day (Dec 25)
Boxing Day (Dec 26)	Labour Day
Family Day (Third Monday in February)	

- 19.02 In order to qualify for each paid holiday, an employee must have worked her scheduled regular days of work preceding and her scheduled regular day of work following the public holiday.

An employee who qualifies shall be paid the total amount of regular wages earned and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by 20.

- 19.03 When an employee works on the above holiday she shall be paid one and one-half (1½) times her regular straight time visit rate for all visits worked on such holiday. In addition, the employee shall be paid an average of her daily wage for all visits worked at her regular straight time visit rate over the four (4) weeks preceding the holidays. This shall be in addition to any entitlement in Article 19.01 and 19.02 alone.

- 19.04 If a public holiday falls on a day on which the employee is on vacation, the Employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.

ARTICLE 20 – VACATION

- 20.01 (a) All employees who have completed one (1) year of employment but less than six (6) years of employment as of June 1st in a year shall be entitled to receive four percent (4%) vacation pay.
- (b) All employees who have completed greater than 6 years of employment as of June 1st in a year shall be entitled to receive six percent (6%) vacation pay.
- 20.02 Vacation pay entitlement shall be calculated at June 1st in each year of employment on the basis of 4%, or 6%.
- (i) Employees who choose to receive vacation pay on every cheque shall receive the applicable percentage, 4%, or 6% of gross earnings on every pay;
- (ii) Employees who choose to receive vacation pay once per year shall be paid the applicable percentage, 4%, or 6% of gross earnings (exclusive of vacation pay) in the preceding twelve (12) months of employment less deductions required by law. Such vacation pay shall be included on the first pay cheque on or after June 1st of each year.

An employee shall provide the Manager with the same amount of advanced notice as the amount of vacation time they are requesting in accordance with the above which shall be designated as vacation time. Vacation pay shall be calculated in accordance with Articles 20.01 and 20.02. Where practicable, and subject to client preferences, an employee returning from vacation leave will be provided with the same schedule she had prior to her leave. Client preference shall be determined in accordance with Article 15.02.

ARTICLE 21 – BENEFITS AND INSURANCE

- 21.01 Premiums
- (a) The Employer agrees to pay 80% of the billed premiums for the benefits below for all employees who have successfully completed their probationary period and regularly work fifteen (15) hours per week or more.
- (b) Employees who are eligible to participate the company's benefits plan will have the opportunity to choose from three benefits plans, Bronze, Silver or Gold.
- 21.02 Subject to the articles set out above and below, the Employer agrees to pay the premiums for a benefit plan that provides the following level of benefits:

Details are based on the Silver Plan

Life Insurance
\$10,000.00

Accidental Death and Dismemberment Insurance
\$10,000.00

Prescription Drugs - 50% reimbursements for drugs, serums and vaccines prescribed by a doctor or dentist and dispensed by a pharmacist.

Annual deduction

- \$50.00 per benefit year per person (No annual lifetime max.)
- \$100.00 per benefit year per family (No annual lifetime max.)

Coverage for eyeglasses at \$100.00 in a 2 year period.

Home Support - This covers the services of out of hospital private duty nursing expenses up to \$10,000.00 in any three (3) consecutive benefit years. Prior approval is required.

Assistive Devices - 80% of all prosthetic appliances such as artificial limbs, eyes, split costs and breast prosthesis.

Medical Equipment and Supplies - 80% of all surgical bandages and dressing and the purchase or rental of medically AND necessary equipment such as non-electric wheelchairs.

21.03 The hours which an employee is “regularly employed” for the purposes of Article 21.01 and 21.02 shall be determined quarterly on the basis of calculating a weekly average of the total hours worked by the employee during the preceding 3 calendar months it being understood that an employee must average at least 30 or 15 to 29.9 hours respectively to be eligible for the Bayshore Benefit Plan. Semi-annual totals will be prepared on June 30th, for changes to take effect on or after October 1 and December 31st for changes to take effect on or after April 1.

21.04 It is understood and agreed that the benefit plan is not part of this agreement and is not subject to the grievance and arbitration procedure. It is further understood that the Employer may change the insurance carrier provided that the benefit coverage as a whole is not fundamentally reduced.

ARTICLE 22 – RRSP CONTRIBUTION

As per the pre-certification existing practice.

22.01 The Employer will make a 2% of eligible annual earnings RRSP contribution to employees that enroll in the company RRSP. No contributions by the employee is required for the 2% company contribution.

ARTICLE 23 – NIGHT PREMIUM

As per the pre-certification existing practice.

23.01 Premium of \$5.00 per hour worked between 1800 and 2400 hours

ARTICLE 24 – WORKPLACE SAFETY & INSURANCE INJURY

24.01 (a) Workplace Safety and Insurance Injury

In the case of an accident or injury for which an employee will be compensated by The Workplace Safety and Insurance Board, the Employer agrees to pay the employee for the entire period of work for which she was scheduled on the day of the accident or injury.

(b) Return to Work

The Employer will advise an injured employee as soon as they are notified by WSIB of a Return to Work meeting, of their right to have a steward attend Return to Work meetings with them. Time spent attending Return to Work meetings will be compensated at the injured worker and steward's regular or premium rate of pay as the case may be.

24.02 If an employee is required to obtain and provide a medical certificate to substantiate an absence of three (3) consecutive days or more, due to illness or injury, or to substantiate restrictions with respect to the employee's ability to perform work, the employee will bear the cost of such certificate. If the Employer requires a second medical opinion, the Employer shall bear the cost of obtaining such second opinion. The Employer agrees that it shall direct the persons with whom it shares medical information to respect and maintain the confidentiality of the medical information. This shall not restrict the Employer from asking employees for a medical certificate for continual absences of one (1) day or more where there is legitimate reasons to do so.

24.03 Where an employee suffers from a medical condition which restricts her from being exposed to tobacco smoke, the Employer, the Union and the employee shall co-operate in accommodating the employee's restriction. When seeking accommodation pursuant to this Article, the employee shall provide medical information from her treating physician or specialist outlining the nature of her disability and of her specific restrictions.

24.04 WHMIS and First Aid Training

Employees will be required to complete a WHMIS Training self-study program on an annual basis as a condition of continued employment. The Employer shall provide the Union with a copy of the WHMIS Training self-study program, only if the test/training is new or revised, at least one (1) week prior to the programs being distributed.

- 24.05 (a) Where the Employer is aware that a client suffers from an infectious disease as defined in the *Health Protection and Promotions Act*, the Employer shall advise the employee upon offer of the assignment to such client that the client suffers from an infectious disease.
- (b) Where an employee is advised that a client suffers from an infectious disease and accepts the assignment, the employee shall apply standard or additional precautions as indicated.
- (c) An employee advised that a client suffers from an infectious disease shall not disclose that fact to any other person. Should an employee disclose the fact that a client suffers from an infectious disease to any person the Employer may impose the specific penalty of termination from employment. Where, at arbitration, the Employer establishes that an employee has disclosed information contrary to this provision, the Arbitrator or Board of Arbitration, as the case may be, shall not inquire into the penalty imposed.
- (d) Where an employee suffers from an infectious disease, the employee shall advise the Employer and the Employer shall be free to assign the employee to assignments which minimize health risks to the client and employee.

ARTICLE 25 – GENERAL

- 25.01 Should the Employer require an employee to provide a medical certificate or report to substantiate restrictions with respect to the employee's ability to perform work, or prior to an employee returning to work following a leave of absence due to illness or injury the Employer shall bear the cost of the certificate/report.
- 25.02 It shall be the duty of each employee to notify the Employer promptly of any change of name, address, telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.
- 25.03 Any notice to any employee under the Collective Agreement may be given personally (either directly or by telephone) or prepaid registered post addressed to the employee at her last address shown on the staff list or on the payroll of the Employer and such notice shall be deemed to have been received on the second day following the date of mailing.

ARTICLE 26 – TERM

- 26.01 This Agreement shall come into effect on the March 14, 2016 and will continue in effect until the 31st day of August, 2017 and shall continue automatically thereafter for periods of one (1) year each unless either party notifies the other in

writing not more than 90 days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

ARTICLE 27 – COMPENSATION

27.01 The salary rates shall be those set forth in schedule(s) attached to and forming part of this agreement.

SIGNING PAGE

SIGNED AT SAULT STE. MARIE, ONTARIO, THIS 16th DAY OF December, 2016.

FOR THE EMPLOYER

FOR THE UNION

Nafisa Madhani

David Cheslock
Labour Relations Officer

APPENDIX "1"**WAGE SCHEDULE**

	0 to 1500 visits	1501 visits to 3000 visits	3001 visits to 4500 visits	4501 visits to 6000 visits	6001 visits to 7500 visits	7501 visits to 9000 visits	Greater than 9000 visits
RN	\$27.00	\$27.81	\$30.20	\$30.99	\$31.79	\$32.57	\$33.36

	0 to 1500 visits	1501 visits to 3000 visits	3001 visits to 4500 visits	4501 visits to 6000 visits	6001 visits to 7500 visits	Greater than 7500 visits
RPN	\$22.38	\$23.04	\$23.70	\$24.36	\$25.01	\$25.66

APPENDIX "2"**WAGE SCHEDULE**

A one percent (1%) equity adjustment will be made effective September 1, 2016. This is as per Bayshore's existing Pay Equity Plan.

	0 to 1500 visits	1501 visits to 3000 visits	3001 visits to 4500 visits	4501 visits to 6000 visits	6001 visits to 7500 visits	7501 visits to 9000 visits	Greater than 9000 visits
RN	\$27.27	\$28.09	\$30.50	\$31.30	\$32.11	\$32.89	\$33.69

	0 to 1500 visits	1501 visits to 3000 visits	3001 visits to 4500 visits	4501 visits to 6000 visits	6001 visits to 7500 visits	Greater than 7500 visits
RPN	\$22.60	\$23.27	\$23.94	\$24.60	\$25.26	\$25.92

APPENDIX "3"

BENEFITS PLAN SUMMARY

"Your Choice" Flex Plan – Caregivers 30 hours per week plus Effective January 1, 2016

Employee per pay cost for Health & Dental – provincial sales tax will be added where applicable

Caregiver	Bronze	Silver	Gold
Single	\$0.00	\$6.48	\$28.40
Family	\$0.00	\$12.34	\$55.38

Note: Cost is based on 26 pay periods per year

BENEFITS	BRONZE	SILVER	GOLD
Waiting period: 390 hours worked during first 3 months of employment. Coverage begins on the 1 st day of the month following your 3 rd month of employment.			
Life Insurance:			
Coverage	\$10,000	\$10,000	\$25,000
Termination Age	75 or retirement	75 or retirement	75 or retirement
Age Reduction Clause	Reduces 50% age 65	Reduces 50% age 65	Reduces 50% age 65
AD&D:			
Coverage	\$10,000	\$10,000	\$25,000
Termination Age	70 or retirement	70 or retirement	70 or retirement
Dental Services:			
Level 1 Basic	80%	100%	100%
Level 2 Supplementary Basic	50%	50%	100%
Level 3 Dentures	N/A	N/A	50%

Level 4 Major Restoration	N/A	N/A	50%
Level 5 Orthodontics (children to age 19)	N/A	N/A	50%
Level 1 & 2 Annual Maximum	\$750	\$1,000	\$1,500
Level 3 & 4 Annual Maximum	N/A	N/A	\$1,500
Level 5 Lifetime Maximum	N/A	N/A	\$1,500/Lifetime
Provincial Fee Guide	Previous Years Fee Guide	Previous Years Fee Guide	Previous Years Fee Guide
9 month checkups	Yes	Yes	Yes

BENEFITS	BRONZE	SILVER (Current Plan)	GOLD
Prescription Drugs:			
Annual deductible	NIL	NIL	NIL
Coverage	50%	50%	80%
Dispensing Fee Maximum	\$5	\$5	\$5
Deductible – Applies to Quebec ONLY	\$5	\$5	\$5
Annual Maximum	\$5,000/person	\$5,000/person	\$5,000/person
Paramedical Services - Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Psychologist, Acupuncturist, Social Worker, Dietician:			
Coverage	N/A	80%	80%
Annual Maximum	N/A	\$250	\$500
Out of Country Emergency Coverage:			
100% Out of Country Emergency	Yes	Yes	Yes
Vision Care:			
Vision Care – includes: glasses, contact lenses, laser eye surgery and eye exams	N/A	\$100/24 months	\$200/24 months
Other Health Services:			
Annual Deductible	\$100 Single/\$200 Family	\$50 Single/\$100 Family	NIL
Coverage	80%	80%	80%
Termination Age	Age 75 or retirement	Age 75 or retirement	Age 75 or retirement
\$10,000/year Private Duty Nursing	Yes	Yes	Yes
Orthotics	N/A	\$400/3 Years	\$400/Year
Orthopaedic Shoes	N/A	\$150 / Year	\$150 / Year
Hearing Aids	\$500/5 Years	\$500/5 Years	\$500/5 Years
Semi – Private Hospital coverage/ \$10,000 per year maximum	N/A	N/A	100%
Other Medical Devices & Services for example; Ambulance, Prosthetic Devices, Oxygen, Mobility Equipment, etc.	Yes	Yes	Yes

Please Note:

- The coverage cost is effective January 1, 2016
- Coverage begins on the 1st day of the month following your 3rd month of employment.
- The above rates do not include life insurance, AD&D, and provincial sales tax if applicable in your province of residence
- Rates are subject to change each year at renewal of the benefit contract.
- Benefit Selection is locked in for 2 years unless a "Life Event" occurs.
- Changes to coverage can occur at any time within 30 days of a Life Event (Marital change, adoption, death, loss of spousal coverage or addition of spousal coverage).
- If you are a Quebec resident, Quebec Drug Insurance Rules will apply (RAMQ).



"Your Choice" Flex Plan – Caregivers 15 to 30 hours per week

Effective January 1, 2016

THIS PLAN DOES NOT INCLUDE DENTAL COVERAGE

Employee per pay cost for Health – provincial sales tax will be added where applicable

Caregiver	Bronze	Silver	Gold
Health Single	\$0.00	\$0.00	\$11.47
Health Family	\$0.00	\$0.00	\$17.64

Note: Cost is based on 26 pay periods per year

BENEFITS	BRONZE	SILVER	GOLD
Waiting Period: 195 hours worked during first 3 months of employment. Coverage begins on the 1 st day of the month following your 3 rd month of employment.			
Life Insurance:			
Coverage	\$10,000	\$10,000	\$25,000
Termination Age	75 or retirement	75 or retirement	75 or retirement
Age Reduction Clause*	Reduces 50% age 65	Reduces 50% age 65	Reduces 50% age 65
AD&D:			
Coverage	\$10,000	\$10,000	\$25,000
Termination Age	70 or retirement	70 or retirement	70 or retirement
Prescription Drugs:			
Annual deductible	NIL	NIL	NIL
Coverage	50%	50%	80%
Dispensing Fee Maximum	\$5	\$5	\$5

Deductible – Applies to Quebec ONLY	\$5	\$5	\$5
Annual Maximum	\$5,000/person	\$5,000/person	\$5,000/person
Paramedical Services - Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Psychologist, Acupuncturist, Social Worker, Dietician:			
Coverage	N/A	80%	80%
Annual Maximum	N/A	\$250	\$500
Out of Country Emergency Coverage:			
100% Out of Country Emergency	Yes	Yes	Yes

BENEFITS	BRONZE	SILVER (Current Plan)	GOLD
Vision Care:			
Vision Care – includes: glasses, contact lenses, laser eye surgery and eye exams	N/A	\$100/24 months	\$200/24 months
Other Health Services:			
Annual Deductible	\$100 Single/\$200 Family	\$50 Single/\$100 Family	NIL
Coverage	80%	80%	80%
Termination Age	Age 75 or retirement	Age 75 or retirement	Age 75 or retirement
\$10,000/year Private Duty Nursing	Yes	Yes	Yes
Orthotics	N/A	\$400/3 Years	\$400/Year
Orthopaedic Shoes	N/A	\$150 / Year	\$150 / Year
Hearing Aids	\$500/5 years	\$500/5 years	\$500/5 years
Semi – Private Hospital Coverage / \$10,000 per year maximum.	N/A	N/A	100%
Other Medical Devices & Services for example; Ambulance, Prosthetic Devices, Oxygen, Mobility Equipment.	Yes	Yes	Yes

Please Note:

- Coverage begins on the 1st day of the month following your 3rd month of employment.
- The above cost is effective January 1, 2016
- The above rates do not include life insurance, AD&D and provincial sales tax applicable in your province of residence.
- Rates are subject to change each year at renewal of the benefit contract.
- Benefit Selection is locked in for 2 years unless a "Life Event" occurs.
- Change to coverage can occur at any time within 30 days of a Life Event (Marital change, adoption, death, loss of spousal coverage or addition of spousal coverage).
- If you are a Quebec resident, Quebec Drug Insurance Rules will apply (RAMQ).