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No. OF EMPLOYEES	100	
NOMBRE D'EMPLOYÉS	100	

COLLECTIVE AGREEMENT

Between

VERSA CARE LIMITED
(Hamilton, Ottawa, Thunder Bay, Windsor)
(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

And

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

PARTY OF THE SECOND PART

EXPIRY: December 31, 1997

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INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose	3
2	Scope & Definitions	3
3	Management Rights	6
4	No Discrimination	6
5	No Strikes or Lockouts	7
6	Union Committees and Representatives	7
7	Union Security	9
8	Grievance and Arbitration Procedure	10
9	Job Security	13
10	Employee Files	19
11	Leave of Absence	19
12	Paid Holidays	24
13	Vacations	26
14	Sick Leave and LTD	28
15	Hours of Work and Scheduling	29
16	Premium and Other Payment	31
17	Benefits	33
18	Retirement Income Plan	35
19	Professional Responsibility	35
20	Orientation & Inservice	36
21	Miscellaneous	37
22	Compensation	39
23	Duration	42
	Schedule "A" - Rates of Pay	43
	Schedule "B" - Committee Chairs	44
	Letters of Understanding	45

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Between

VERSA CARE LIMITED
(Hamilton, Ottawa, Thunder Bay, Windsor)
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PARTY OF THE FIRST PART

And

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

PARTY OF THE SECOND PART

THE PARTIES AGREE AS FOLLOWS:

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 nursing care and health protection for residents.

ARTICLE 2 - SCOPE & DEFINITIONS

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Registered and Graduate Nurses, at each of the Employer's existing facilities in the cities of Hamilton, Ottawa, Thunder Bay, Windsor, Ontario, employed in a nursing capacity, save and except the Associate Director of Nursing and

persons above the Associate Director of Nursing and persons covered under subsisting Collective Agreements at each of these facilities.

- 2.02 a) A full-time employee is an employee who is regularly scheduled for the agreed upon standard number of hours as set out in Article 15.00 of the Agreement.
- b) A regular part-time employee is an employee who is regularly scheduled for less than the agreed upon standard number of hours as set out in Article 15.00 of this Agreement.
- c) A casual part-time employee is an employee who is employed on a relief or replacement basis, and is available for call as circumstances demand, and such employee has the option of refusing work when it is made available to her.
- 2.03 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.
- 2.04 A. In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- a) for purposes of instruction;
 - b) in the event of an emergency situation;
 - c) when performing developmental or experimental work; or
 - d) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- B. Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.
- C. When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this

decision to the Union. The Union may request a meeting to make representation on this matter.

2.05 Minimum Staffing

The Employer agrees to employ sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staff to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.

2.06 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the nurse to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

2.07 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1980, as amended.

2.08 A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire.

The continued employment of a graduate nurse shall be in compliance with the Nursing Home Act.

A graduate nurse shall notify the Employer of the results of the College of Nurses exam(s) she writes.

- 2.09**
- a) The word "employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
 - b) All references to officers, representatives and committee members covered by this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
- b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
- c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increase or reductions of personnel in a particular area or on the whole.

3.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

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 or the Union by reason of race, creed, colour, marital status, sex, nationality, ancestry, 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.
- 4.03** The Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 5 -

- 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 R.S.O. **1980**, Chapter **228**, as amended.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01** The Employer will recognize the following:
- a) One (1) employee representative in each Home. Upon mutual agreement of the parties the number may be altered from time to time.
 - b) A Grievance Committee of two (2) employees in each Home.
 - c) A Negotiating Committee consisting of one (1) employee from each Home, for a total of four (4) employees.
 - d) An Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but no more than once quarterly. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
- 6.02** The Union will supply the Employer with the names of its representatives and any changes thereto.

- 6.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.04 The Employer shall pay representatives and committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night tour 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 opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such employees of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.
- 6.06 Occupational Health & Safety Committee
- a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury or illness.
 - b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) ONA representative selected or appointed by the Union from the Employer.
 - c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to Occupational Health and Safety.
 - d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
 - e) Meetings shall be held quarterly or more frequently at the call of the Chair, if required. The Committee shall maintain Minutes of all meetings and make the same available for review.

- f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.
 - g) The parties will abide by the Occupational Health and Safety Act.
- 6.07 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

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

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.
- 7.02 The Employer shall provide the Union with a list showing the names and Social Insurance Numbers of **all** employees from whom deductions have been made. The report will identify the name of the facility. The Employer will **also** identify all terminations and newly-hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit.
- 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 PROCEDURE

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her employee representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence.

Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the employee, who may request the assistance of her employee representative, shall submit the written grievance to the Administrator. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting to the Local Union with a copy to the Employment Relations Officer.

Step No. 2

Should the Administrator fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.

8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the **time(s)** fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various **time** limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.

8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the **employee(s)**. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 a) Discharge Grievance

An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

8.09 a) If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests.

b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.

8.10 Policy Grievance - Union Grievance

The Union may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) days after the circumstances have occurred. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.11 Policy Grievance - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance with the Secretary of the Local Union, with a copy to the Employment Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Union shall reply within (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

ARBITRATION

- 8.12** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 8.13** The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14** The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.20 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and **employee(s)** involved.

ARTICLE 9 - JOB SECURITY

9.01 Definition of Seniority

- a) Full-time seniority is defined as the length of service with the Employer from the last date of employment.
- b) Part-time employees shall accumulate seniority and service on the basis of 1500 hours paid equals one year of seniority and service.

The Union and the Employer agree to abide by the Human Rights Code.

Note: All employees who have accumulated service or seniority on a different basis prior to ratification, will commence accrual on the new basis effective date of ratification.

c) a Period

Full-time employees shall be considered probationary employees until they have worked **450** hours from the date of last employment, after which time, their continuous service for all purposes of this Agreement shall date from the date of employment.

The probationary period for regular part-time employees shall be **450** hours worked or six (6) calendar months whichever occurs first. The probationary period for casual part-time employees shall be **360** hours worked or eight (8) calendar months whichever occurs first after which time their continuous service for all purposes of this agreement shall date from the date of employment.

The probationary period may be extended by mutual agreement between the Employer and the Union.

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Note: Application of new duration to employees hired after date of arbitration award.

9.02 The Employer will maintain separate seniority lists for full-time and part-time employees, revise them twice yearly in January and July, and supply a copy to the Union.

9.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

- a) when on approved leave of absence with pay;
- b) when on an approved leave of absence without pay, not exceeding thirty **(30)** consecutive calendar days;
- c) when in receipt of illness allowance;
- d) when in receipt of Workers' Compensation as the result of injury or illness incurred while in the employment of the Employer for a period of **24** months;
- e) when on pregnancy or parenting leave.

The Union and the Employer agree to abide by the Human Rights Code.

9.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- a) when on an approved leave of absence without pay, not provided for in 9.03(b) above;
- b) when absent due to layoff for a period of eighteen (18) calendar months.
- c) when in receipt of Workers' Compensation as the result of injury or illness incurred while in the employment of the Employer for the period beyond 24 months and up to 30 months;
- d) when on illness absence not paid by the employer for a period up to 30 months.

The Union and the Employer agree to abide by the Human Rights Code.

9.05 An employee shall lose all seniority and shall be deemed terminated if she:

- a) resigns;
- b) is discharged and not reinstated;
- c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- d) is laid off for more than eighteen (18) calendar months;
- e) retires;
- f) when in receipt of Workers' Compensation as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months; or
- g) when on illness absence not paid by the employer for a period in excess of 30 months.

The Union and the Employer agree to abide by the Human Rights Code.

- 9.06** a) Where a vacancy which is not covered by Article **9.07** occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article **9.08**. The name of the successful applicant shall be posted by the Employer. If requested, a copy of the job posting shall be given to the Local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
- b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- c) Where an employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
- d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- 9.07** a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
- c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.

- d) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.

9.08 In all cases of job postings under Article 9.06 above, the following factors shall be considered:

- a) skill and ability;
- b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern.

9.09 Lay-off and Recall

- a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual or relief shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.
- b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days or receipt of same and shall be available for work within an additional 14 days unless otherwise agreed .
- c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

9.10 Notice of Union of Long Term Layoff

In the event of a pending lay-off of a permanent or long-term nature, the Home will:

- i) Provide the Union with at least ninety (90) days notice, or the notice given to the most senior employee laid off, whichever is greater;
- ii) Meet with the Union to review the following:
 - (a) the reasons causing the lay-off;
 - (b) the service which the Home will undertake after the lay-off;

- (c) the method of implementation, including areas of cutback and the employees to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than eight (8) weeks.

9.11 Ninety (90) days notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.10.

9.12 No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union, such consent not to be unreasonably withheld when shown to be in the best interests of residents.

9.13 Severance Pay

Severance pay will be in accordance with the provisions of the Employment Standards Act.

9.14 Where an employee receives a long-term layoff, she or he shall be entitled to receive, ~~withing~~ twelve (12) months of the layoff, or from May 27, 1997, whichever is later, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2500.00. An employee, upon long-term layoff, at her or his own expense, and except for short and long-term sickness and income protection, continue benefit coverage for a period of twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

9.15 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of 1500 paid hours being equivalent to one ~~(1)~~ year of full-time seniority and service and vice-versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

Note 1: Effective date of ratification service to be calculated as per this formula for those who did it differently.

Note 2: Provisions relating to retention of sick leave credits on transfer to part-time status will be dealt with under the sick leave issue and will not be deleted by this standard language. Similar treatment will apply to provisions on vacation or other credits on transfer.

9.16 a) Positions Outside the Bargaining Unit

An employee who substitutes temporarily in a position outside the bargaining unit shall be covered by the Collective Agreement for the duration of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy.

- b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.

ARTICLE 10 - EMPLOYEE FILES

- 10.01 Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.
- 10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.03 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 The Administrator 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 Nursing Home. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

11.02 a) Union Leave

Leave for Union business may be granted by the Employer. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty (60) working days in a calendar year.

b) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one-hundred (100) days annually. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

c) Leave of Absence for the President of the Ontario Nurses' Association

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. The worker agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

d) The Employer agrees to keep the salary and benefits whole for all workers on Union Leave under clauses (a) and (b), and will bill the Union for such salary as well as U.I.C., C.P.P. and W.C.B. premiums and pension contributions. It is understood that workers accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

11.03 a) Professional and Education Leaves

Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's

professional development, especially as it relates to her responsibilities with the Employer.

- b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

11.04 Compassionate Leave

- a) Upon the death of an employee's spouse, spouse to include same sex partner, parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with ~~or~~ without pay may be granted by the Employer.
- b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral provided that the employee must be regularly scheduled to work such days to receive pay.
- c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- d) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay, vacation pay or sick pay.
- e) Where it is necessary, because of distance, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.05 Pregnancy and Parental Leave

- a) **Pregnancy/Parenting** leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- b) If possible the employee shall give written notification at least one **(1)** month in advance of the date of commencement of such leave and the expected date of return.
- 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 four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- d) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Unemployment Insurance pregnancy/parenting benefits pursuant to Sections **18** and **20** of the Unemployment Insurance Act, **1971**, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (**75%**) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- e) An employee who becomes a parent, and who has been employed for at least thirteen **(13)** weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- f) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the

custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for ~~the~~ first time.

- g) The employee shall give the Employer ~~two~~ (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- h) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

11.06 Jury and Witness Duty

An employee required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, **shall** not lose regular pay because of such attendance, provided that the employee:

- a) shall notify the Director of Care, as soon as possible, when required to service under any of the above circumstances;
- b) presents proof of service requiring her attendance;
- c) deposits with the Employer the full amount of compensation received less expenses, for such service;
- d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled on the **afternoon** shift, **she shall** not be required to attend court and then report for duty the same day; and
- e) will not be required to work on the night **shift** prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.

11.07 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by a).
- c) Benefits will accrue from the date of return to employment following such leave of absence.
- d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or Workers' Compensation. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on Workers' Compensation shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- g) It is understood that an employee who chooses to continue benefits under a), b) or f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.

The Union and the Employer agree to abide by the Human Rights Code.

11.08 Illness or Accident

A leave of absence without pay for a period of one **(1)** year will be granted to employees for illness or accident after accumulated sick leave allowance credit has expired. In the case of part-time employees the above shall also apply except that part-time employees do not receive sick leave credits.

ARTICLE 12 - PAID HOLIDAYS

12.01 For the purpose of this Agreement the following shall be recognized as holidays:

New Year's Day	Labour Day
3rd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Anniversary Date

12.02 "Holiday Pay" shall be defined as the amount of straight time pay which employee would have received if she had worked her normal tour.

12.03 In order to qualify for payment an employee must:

- 1) work her scheduled tours before and after the holiday;
- 2) have worked at least twelve **(12)** of the preceding days other than days taken for annual vacation;
- 3) upon completion of the probationary period, an employee shall be paid for any and all paid holidays for which she qualified, but for which she has not been paid, which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
- 4) An employee who is absent on a paid holiday after being posted to work forfeits all holiday pay for that day unless excused by reason of illness.

12.04 a) Holiday Payment for Full-time Employees

Subject to qualifying under **12.03**, an employee will be paid double time and one-half **(2%)** for work performed on the above holidays and in addition will be entitled to a day off without pay.

b) Holiday Payment for Part-time Employees

A part-time employee required to work on any of the above mentioned paid holidays will receive two hundred and fifty percent **(250%)** of their daily rate for the day. A part-time employee will qualify for payment for the statutory holidays listed in **12.01** above, provided she has worked at least twelve **(12)** shifts during the twenty-eight (28) days immediately preceding the holiday.

12.05 Paid Holidays - long weekends

- a) Unless an employee requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule her to work the paid holiday.
- b) Unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the employee off the paid holiday.

12.06 a) When any of the above mentioned paid holidays falls on any employee's regular day off, the employee shall be given another day off with pay.

b) When a holiday falls during a scheduled vacation period an additional day off with pay will be granted.

12.07 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

12.08 The Employer will attempt to equitably schedule paid holidays off among the full-time employees.

12.09 Any day in lieu of a paid holiday in this Article will be taken at a mutually agreeable time and must be taken within sixty **(60)** days after the holiday.

ARTICLE 13 - VACATIONS

13.01 Vacations with pay shall be granted to full-time employees on the following basis:

- a) Employees having less than one (1) year service on April 30th, in any one (1) year shall be entitled upon completion of her probationary period to a credit of one and onequarter (1 1/4) days vacation for each month of service to a maximum of fifteen (15) working days. Upon completion of probationary period these days may be taken as earned.
- b) Employees with one (1) or more years of service as of April 30th, in any year shall receive three (3) weeks of vacation.
- c) Employees with three (3) or more years of service as of April 30th, in any year shall receive four (4) weeks of vacation.
- d) Employees with twelve (12) or more years of service as of April 30th, shall receive five (5) weeks of vacation.

13.02 Vacation pay entitlement as of April 30th in any given year will be the following percentage of gross income for part-time employees as follows:

- a) Less than 1500 paid hours - six percent (6%) of service
- b) 1500 but less than 4500 - six percent (6%) paid hours of service
- c) 4500 but less than 18000 - eight percent (8%) paid hours of service
- d) 18000 paid hours of service or more - ten percent (10%)
- e) Fifteen hundred (1500) paid hours shall equal one (1) year of service for part-time employees.

13.03 Vacations - Interruption

- a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
- b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered

sick leave provided that the employee provides satisfactory documentation of the hospitalization.

- c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- 13.04 An employee who terminates her employment for any reason shall receive any unpaid vacation pay which is accrued to her date of separation.
- 13.05 a) Vacation requests will be submitted by the employee to the Director of Care, in writing, by April 1st, and vacation schedules will be posted by May 1st.
- b) Vacations may not normally be taken between December 15 and January 15.
- 13.06 a) Employees shall be given preference with respect to their vacation periods in accordance with seniority. It is understood and agreed that an employee may utilize her seniority for vacation preference for a maximum of two (2) weeks vacation in the period between June 15th and September 15th. The Nursing Home may grant additional time provided such does not disrupt the efficient operation of the Home.
- b) The Employer may grant the utilization of single vacation days up to a maximum of five (5) provided they are requested in writing by the employee at least two (2) weeks in advance.
- 13.07 Unless otherwise requested at least four (4) weeks in advance of their vacation period, vacation pay shall be paid to all employees in advance of the commencement of their vacation. All normal deductions made from employees' pay shall be made from such vacation pay.
- 13.08 Vacation entitlement shall transfer with an employee when she transfers from full-time to part-time and vice versa.

ARTICLE 14 - SICK LEAVE & LTD

- 14.01 Pay for sick leave is provided for the sole and only purpose of protecting a full-time employee against loss of income because she was unable to work her regularly scheduled tour. When she is legitimately ill, she may draw from the

sick leave credits granted in this Collective Agreement, provided such credits are available.

- 14.02** During the probation period, no sick leave benefit will be payable, but upon completion of the probationary period a full-time employee will become eligible for the sick leave benefit. The benefit would date from the first day of the month following the date probation was begun and one and a half (**1½**) days per month will be credited to the sick leave bank to a maximum of ~~sixty~~ (**60**) days.
- 14.03** An employee may be, at the option of the Employer, required to produce a doctor's certificate for any illness.
- 14.04** An employee absenting herself on account of personal illness must notify the Employer on the first (1st) day of that illness at least one (**1**) hour prior to the commencement of the day tour, and at least ~~two~~ (**2**) hours prior to the commencement of the evening and night tours. More advance notice will be given by the employee whenever possible. Failure to provide such notice may result in loss of sick leave benefits for that day of absence.
- 14.05** Employees who, after working a minimum of five (5) hours of their regularly scheduled tour are sent home for reasons of sickness will be paid their regular rate for the balance ~~of~~ that tour and no charge will be made against sick leave credits.
- Where an employee is injured in a compensable accident, she shall be paid for the balance of the tour.
- 14.06** The right to sick pay shall cease upon discharge, voluntary termination, lay-off, leave of absence or suspension.
- 14.07** Notwithstanding the sixty (60) day limit in Article **14.02**, sick leave currently standing to the credit of an employee at the date of signing of this Agreement ~~shall~~ be deemed to be earned sick leave. Upon request of an employee, the Employer will notify such employee of the amount of unused sick leave standing to her credit.
- 14.08** Where ~~an~~ employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for Workers' Compensation, that employee may utilize her sick leave credits, provided the employee has not received payment from the Workers' Compensation Board and ~~two~~ (**2**) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she

would receive from Workers' Compensation if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the employer following final determination of the claim by Workers' Compensation Board. If the Workers' Compensation Board does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.

- 14.09** The Employer agrees to contribute on behalf of each full-time employee who has completed her probationary period, eighty percent (80%) of the billed premium of the Long Term Disability Program carried by Beacon Hill Lodges Inc., provided the balance of the monthly premium is paid by the employee through payroll deduction.

ARTICLE 15 - HOURS OF WORK & SCHEDULING

- 15.01** The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02** The normal daily tour shall consist of seven and one-half hours, exclusive of a one-half hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily tour, at a time designated by the Employer.
- 15.03** Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 15.04** Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by an employee under the terms of this Agreement.

- 15.05** Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a 7.5 hour tour rather than the actual hours worked.
- 15.06** The Employer will endeavour to accommodate requests by employees for specific days off and also requests for changes in posted time schedules once the schedule has been posted.
- 15.07** Shift schedules shall be posted **two** (2) weeks in advance and shall cover a minimum of a four (4) week period.
- 15.08** The following shall apply to full-time employees:
- During each **bi-weekly** pay period, **two** (2) consecutive days off will be scheduled. Schedules may provide for more than five (5) consecutive days of work, but not more than seven (**7**) consecutive days of work without days *off*, as long as four (4) days off are scheduled in each fourteen (14) day period.
- 15.09** Except as outlined below, meal time of one-half ($\frac{1}{2}$) hour shall be scheduled away from the floor during the employee's shift whether day, evening or night. Where there is only one registered employee on duty, it is recognized that this is not possible. Should an employee be recalled to duty during meal time, additional time shall be provided later in the shift.
- 15.10** Present job sharing arrangements will not be terminated without sixty (60) days notice. Either party may provide such notice. New job shares will require the approval of the Employer and the Union.

ARTICLE 16 - PREMIUM & OTHER PAYMENT

- 16.01** Overtime shall be paid for all hours worked over seven and one-half (7½) hours on a shift and seventy-five (75) hours **bi-weekly** at the rate of one and one-half (**1½**) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the Director of Care or designate.

Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.

- 16.02** When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (**1½**) her regular straight time hourly rate and she is required to work additional hours following her normal seven

and one-half (7%) hour tour on that day, she shall receive **two (2)** times her regular straight time hourly rate for such additional hours worked.

- 16.03** If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- 16.04** Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 16.05** It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the employer shall be brought to the attention of the employee. Where less than **24** hours' notice is given to the employee personally, the employee will be paid four (4) hours straight time wages.

It is understood that call-ins or call-backs are not covered by this provision.

- 16.06** If an employee works **two** consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

16.07 Shift Premium

An employee shall be paid a tour differential of fifty cents (50¢) per hour for each evening and night tour worked.

- 16.08** Should employee be called in to work after a tour has begun, she shall be paid for a minimum of four (4) hours.
- 16.09** a) The Employer will schedule every third weekend off, and where possible will endeavour to schedule every second weekend off. An employee shall be paid time and one-half (1½) for all hours worked on a third consecutive weekend and every successive weekend worked until the employee receives a weekend off, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or

- iii) such weekend is worked as a result of an exchange of tours with another employee.
- b) Should part-time employees be regularly scheduled, the following shall apply to those regularly scheduled part-time employees:

A part-time employee who is regularly scheduled, shall be paid time and one-half (1½) for all hours worked on a fourth (4th) consecutive weekend and every successive weekend worked until the employee receives a weekend off, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of tours with another employee.
- c) If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the collective agreement (if any), she will receive premium payment of time and one-half (1 1/2) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.

16.10 The Employer will schedule each employee four (4) consecutive days off at either Christmas or New Year's and where possible will attempt to give her up to five (5) days if requested. Written requests for this time off must be received by the Director of Care by November 1st. Christmas and New Year's time off shall be posted by November 30th. Employees shall receive time off on an alternating basis from year to year unless there is mutual agreement between employees not to alternate.

Regular scheduling may be waived from the 15th of December to the 15th of January in order to accommodate the employees during this period.

16.11 Ottawa Only

- a) When an employee leaves or reports for work between twelve (12) midnight and six (6) a.m., the Employer will provide private transportation to and/or from place of residence.

- b) When an employee who ordinarily travels from her place of employment to her place of residence by means of public transportation, following the completion of her shift, is required to work overtime past the time when normal public transportation is available, the Employer will provide private transportation to her place of residence.

16.12 When a full-time employee works on her scheduled days off, such employee will be compensated at the rate of time and one-half (1%) for all time worked.

16.13 Overtime premium shall not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.

ARTICLE 17 - BENEFITS

The Employer agrees to provide the following benefits:

17.01 Ontario Health Insurance Plan For Employees Who Reside in the Province of Quebec

Full-time employees who are eligible, shall be enrolled in the Ontario Health Insurance Plan on the basis of single or family coverage, whichever is applicable. The Employer shall pay one hundred percent (100%) of the billed premium for the Quebec Health Insurance Plan for employees who reside in the Province of Quebec.

17.02 Group Insurance Plan

- a) The Employer will provide a fully paid group insurance plan to full-time employees in the amount of one and one-half (1%) times the annual salary of the employee to the nearest one hundred dollars (\$100.00).
- b) The Employer will continue to pay the premiums for the above benefits when a full-time employee is absent on leave with pay.

17.03 a) Extended Health Care

The Employer will contribute on behalf of each eligible full-time employee, effective the first of the month following thirty (30) days' employment, 100% of the billed premium under the Blue Cross Extended Health Care Plan (or equivalent) with \$10.00 (single) and \$20.00 (family) deductible, subject to the terms and conditions of the Plan. Included will be vision care providing for sixty dollars (\$60.00)

every twenty-four (24) months, and hearing aids providing for three hundred dollars (\$300.00) lifetime maximum, for each employee and eligible dependants.

- b) The Employer will contribute on behalf of each eligible full-time employee, one hundred percent (**100%**) under the **Blue Cross** Semi-private Plan (or equivalent).

17.04 Dental Plan

The Employer agrees to contribute on behalf of each eligible full-time employee covered by the Collective Agreement, **50** percent (50%) of the billed premium under the Blue Cross Dental Plan **#9**, or its equivalent, based on the current ODA fee schedule as that schedule is amended during the life of this Agreement, subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment.

- 17.05** The Employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Individual claims decisions made by the insurer are not **grievable**.

- 17.06** The Employer may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (**60**) days prior to implementing a change in carrier.

ARTICLE 18- RETIREMENT INCOME PLAN

18.01 Pension Plan

Effective September **1, 1991**, all current eligible full-time and part-time employees may enrol in the Ontario Nurses' Association Group RRSP.

The plan is optional for all current employees, for full-time eligible employees hired on or after September **1, 1991** enrolment in the plan shall be mandatory. Part-time employees hired on or **after** September **1, 1991** shall have the option of enrolling in the plan. The contribution formula for both Employer and employee contributions shall be four percent (4%) each of applicable earnings.

The definition of applicable wages for purposes of determining contributions to the Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

19.01 In the event that the Nursing Home assigns a number of patients or a workload to an individual employee or a group of employees such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper nursing care, she or they shall:

- a) i) Complain in writing to the Union Management Committee within five (5) days of the alleged improper assignment. The Chairman of the Union Management Committee shall convene a meeting of the Committee within ten (10) days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within five (5) days of the meeting of Union Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses: one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) days of its appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its decision in writing to the parties within fourteen (14) days following completion of its hearing.
- b) i) The panel of four (4) registered nurses to serve as chairpersons of the independent Assessment Committee is set out in Schedule "B".

Should a chairperson be required, the name selected will be the top name on the list who has not been previously assigned.

Should that employee be unable to serve the next person on the list will be selected.

- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 20 - ORIENTATION AND INSERVICE

- 20.01 An orientation and inservice program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Union Management Committee.
- 20.02 A newly employed employee shall not be placed in charge, until she has been fully oriented to the Home.
- 20.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
 - ii) The period of orientation/familiarization shall be for a minimum of three (3) days or such greater period that the Employer deems necessary.
 - iii) She shall be an additional employee to the usual staffing pattern.
 - iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- 20.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- 20.05 When an employee is required by the Employer to prepare for inservice or to attend meetings, inservice and other work related functions outside her

regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time Off.

- 20.06 The Employer may, at its discretion, provide orientation in other circumstances.
- 20.07 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.
- 20.08 Employees recalled from lay off under Article 9.09 and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer. A request by such employee for orientation shall not be unreasonably denied.

ARTICLE 21 - MISCELLANEOUS

- 21.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.
- 21.02 Each employee shall keep the Employer informed of changes to relevant employment information.
- 21.03 Retirement & Physical Handicap
 - a) The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ an employee beyond retirement age, if the Employer determines that the employee can satisfactorily perform the requirements of her classification.
 - b) If an employee becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.
 - c) Prior to any employee returning to work off **WCB** on a **modified/light/alternate** work program, the Employer will notify and meet with members of the local executive to consult on a back to work program for the worker. Any agreement resulting from these

discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

- d) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- e) Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

21.04 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the Nursing Homes Act.

21.05 Bulletin Boards

The Employer will provide bulletin board space for the purpose of posting notices regarding meetings and otherwise restricted to Union matters.

21.06 Prior to effecting any changes in the Employer's policies or rules which would affect employees covered by this Agreement, the Employer shall first discuss such proposed changes with the employee representative.

21.07 a) All employees shall be paid **bi-weekly** on every second Thursday, for the payroll period ending the previous Thursday. In the event that a paid holiday falls on a regular pay day, then employees shall be entitled to be paid on the Wednesday immediately preceding the normal pay day.

Any errors made by the employer in calculating payment under this provision of more than one days' pay shall be paid to the employee within six **(6)** calendar days of the error being brought to the attention of the employer.

If the Employer makes an error in an employee's favour of a day's pay for that employee or less, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed over the following two or three pay periods unless there is substantial prejudice or the employee requests that it be recovered in the first pay period.

- b) All changes in salary shall be effective on the date of such occurrence. It is recognized by the parties that the existing computer payroll will only calculate one rate per pay period and that adjustments will be necessary to arrive at the exact effective date. It is further agreed that in the event of an oversight in the payment of such an adjustment that the employee is to advise the Nursing Home accountant of such oversight and the Employer will undertake to make such adjustment by the following pay period.

21.08 Notices

Any notice to any employee under this Agreement may be given personally in writing or by telegraph or pre-paid registered post addressed to the employee at the last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

- 21.09 All employees will obtain pre-employment and thereafter annual examinations as required by the Nursing Home Act.

Pre-employment medicals will be by a physician chosen by the Employer. Employees will have the privilege of having their annual examinations performed by their family physician provided that certificates are supplied to the Employer as required under the Nursing Home Act.

- 21.10 All employees are required to have an annual physical examination, T.B. skin test and chest x-ray if so indicated, for the safety of residents and employees of the Nursing Home.

ARTICLE 22 - COMPENSATION

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

02 Retroactivity - Wages

Wage retroactivity and increases to the salary schedule shall be retroactive to and apply to all employees in the bargaining unit. Any employees as of that date who have since ceased to be employees, shall have a period of thirty (30) days only from the execution of the Collective Agreement in which to claim from the Employer any adjustments to their remuneration. Any new employees hired since that date shall be entitled to a pro-rata adjustment to their

remuneration to the date of their employment. The Employer shall be responsible to contact in writing at their last known address any known employees who have since left its employ, and to advise them of their entitlement to any retroactive adjustment within thirty (30) days of the arbitral award with a copy of the letter sent to the Union. Employees who have terminated shall have thirty (30) days from the date of mailing of the letter in which to claim from the Employer any adjustment to their remuneration. Except as otherwise agreed by the parties, all other terms to be included in the Collective Agreement shall become effective from January 1, 1996. The Employer agrees to provide each employee with an itemized statement of retroactivity entitlement at the time of paying the retroactivity on a separate cheque. Retroactivity will be paid within sixty (60) days after receipt of the award.

22.03 Recognition of Experience\Education

Employees shall receive recognition for education preparation and for recent related nursing experience as follows:

The Employer will recognize recent related experience on the basis of one (1) increment for each two (2) years of service up to a maximum of five (5) increments. It shall be the responsibility of a newly hired employee to provide during her probation period, reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so, she shall not be entitled to recognition.

22.04 An annual increment shall be paid on each full-time employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.

22.05 New Classification

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If



the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

22.06 Responsibility Allowance

- a) An employee who is designated in writing to relieve the Director of Nursing, shall be paid eight dollars and fifty cents (**\$8.50**) per tour for each tour so worked in addition to her regular rate of pay.
- b) Effective January 1, **1992**, the Employer shall, when no supervisor is on duty, designate one employee, when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive five dollars (\$5.00) per shift in addition to her regular rate of pay.

Those employees employed on or before January 1, **1992**, shall be paid five dollars and twenty-five cents (**\$5.25**) per shift when they qualify under the above provision.

22.07 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification which represents an increase above her current salary. She shall retain her service review date for purposes of wage progression.

22.08 a) Full-time Graduate Nurse

The salary for a full-time graduate nurse shall be **\$81.00** per month less than the salary for a full-time registered nurse.

b) Part-time Graduate Nurse

The hourly rate for a part-time graduate nurse shall be **50¢ less** than the hourly rate for a part-time registered nurse.

22.09 A graduate employee in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff employee as provided in this Article

retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

- 22.10 a) A full-time employee will receive a uniform allowance of seven dollars and ~~fifty~~ cents (\$7.50) per month.
- b) A part-time employee will receive a uniform allowance of five dollars and fifty cents (\$5.50) for each month in which she actually performs work.

22.11 Educational Bonus - Ottawa Only

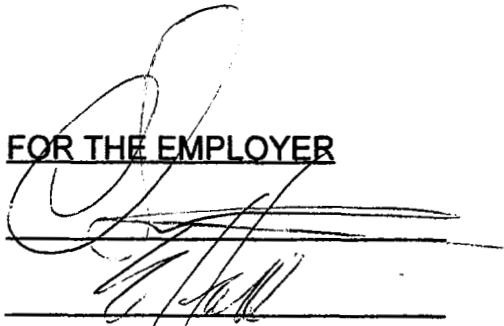
Employees possessing a post graduate certificate in Gerontology shall be paid fifteen (\$15.00) per month over her grid rate.

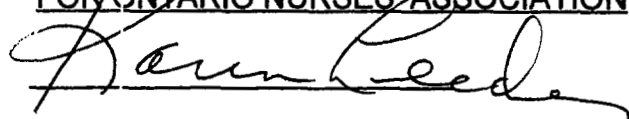
22.12 Employees who change their status from full-time to part-time or vice versa **will** maintain their same level on the salary grid and will be given credit for all service since date of placement on the grid or last advancement.

ARTICLE 23 - DURATION

23.01 This Agreement shall continue in effect until December 31, 1997 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

Dated at Ottawa, this 13th day of Aug, 1998

FOR THE EMPLOYER


FOR ONTARIO NURSES' ASSOCIATION


SCHEDULE "A" - RATES OF PAYFULL-TIME NURSES - HOURLY RATESEffective January 1, 1997

	<u>Hourly</u>
Start	17.59
1 Year	18.50
2 Years	19.84
3 Years	20.82
4 Years	21.33
5 Years	22.04
6 Years	22.51
7 Years	24.03
8 Years	24.44
9 Years	24.79

PART-TIME NURSES - HOURLY RATESEffective January 1, 1997

	<u>Hourly</u>
Start	17.59
1 Year	18.50
2 Years	19.84
3 Years	20.82
4 Years	21.33
5 Years	22.04
6 Years	22.51
7 Years	24.03
8 Years	24.44
9 Years	24.79

Effective January 1, 1992, the ten percent premium is given in lieu of all fringe benefits excluding vacation, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime, and salaries.

Where a part-time nurse participates in the Group RRSP the ten percent (10%) shall change to six percent (6%).

SCHEDULE B - LIST OF PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS

Ms. M. Elizabeth Ada
Director, Human Resources
Algonquin College of Applied Arts and Technology
1385 Woodroffe Avenue
Nepean, Ontario
K1S 0C5

Ms. Patricia Lang
Vice-president
Georgian College of Applied Arts & Technology
One Georgian Drive
Barrie, Ontario
L4M 3X9

Gail Ouellette
Director
Occupational Health & Employment Services
North York General Hospital
4001 Leslie Street
North York, Ontario
M2K 1E1

Ms. Darlene Steven
Associate Professor
School of Nursing
Lakehead University
955 Oliver Road
Thunder Bay, Ontario
P7B 5E1

LETTER OF UNDERSTANDING

Between

VERSA CARE LIMITED
(Hamilton, Ottawa, Thunder Bay, Windsor)
(Hereinafter referred to as the "Employer")

And

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


This memorandum confirms the parties' agreement with respect to benefits provisions covered by Articles 19.01 - 19.05 of the Extencicare Falconbridge Collective Agreement. The parties agree to withdraw from bargaining for this round proposed changes to these provisions. The parties further agree to participate in a Benefits Committee study.


The parties agree to a Committee composed of at least three representatives each. The Committee shall initially meet at least monthly commencing October 1995 and then continue their work with at least quarterly meetings. The Employers agree to endeavour to provide relevant information requested by the Committee.

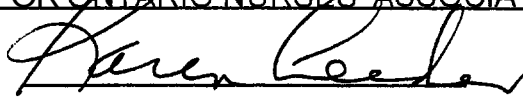
Dated at Hamilton this 13th day of Aug, 1998

FOR THE EMPLOYER

FOR ONTARIO NURSES' ASSOCIATION







LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

- and -

VERSA CARE LIMITED
(Hamilton, Ottawa, Thunder Bay, Windsor)
(Hereinafter referred to as the "Employer")

RE: Mandate of the Benefits Committee


The parties agree to add to the mandate of the Benefits Committee any of the items covered by the Union proposals 8a, 8b and 8c and any of the items covered by Employer proposals regarding Sick Leave, Health & Welfare, Pension and UIC Rebate that were not already part of the Committee's mandate under the 1994-1995 Collective Agreement.

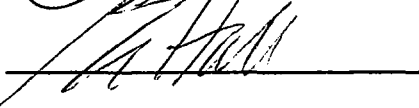
The "Kaplan" Mediation/Arbitration Board shall remain seized in the absence of a complete settlement on these issues and the award of the Board on any unresolved issues together with the agreement of the parties on the resolved issues shall be incorporated into the 1996-1997 Collective Agreement even though this agreement may already have been signed.

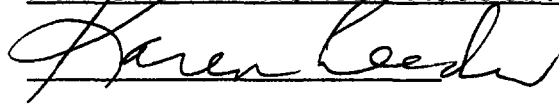
Dated at Ottawa, this 13th day of Aug, 1998.

FOR THE EMPLOYER

FOR ONTARIO NURSES' ASSOCIATION







LETTER OF UNDERSTANDING

between

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

- and -

VERSA CARE LIMITED
(Hamilton, Ottawa, Thunder Bay, Windsor)
(Hereinafter referred to as the "Employer")

It is noted that the Kaplan award included a provision extending recall rights while on layoff. This part of the award is being challenged by the Employer on judicial review. The parties agree to revise this collective agreement in accordance with the ultimate outcome of that proceeding or any settlement of that issue by the central teams. The execution of a collective agreement excluding this provision of the Kaplan award is without prejudice to the Union's position that in the absence of a "stay", the provision was effective the day of the release of the award and is enforceable through the grievance procedure.

Dated at Ottawa this 13th day of Aug, 1998

FOR THE EMPLOYER

[Signature]

FOR THE ASSOCIATION

[Signature]

