

COLLECTIVE AGREEMENT

- between -

**EXTENDICARE (CANADA) INC.
(hereinafter referred to as the "Employer")**

-and -

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

Expiry: June 30, 2001

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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 sole and exclusive bargaining agent for all Graduate and Registered Nurses employed in a nursing capacity at its homes as follows:

Tritown

save and except the Administrator, persons above the rank of Administrator and employees covered by another union as of August 13, 1995.

Kapuskasing, Kirkland Lake, Laurier Manor, Peterborough, Timmins

save and except the Director of Care and persons above the rank of Director of Care.

Falconbridge, Guildwood, London, St. Catharines

save and except the Director of Nursing and persons above the rank of Director of Nursing.

North York, Sudbury York, West End Villa

save and except the Assistant Director of Nursing/Assistant Director of Care and persons above the rank of Assistant Director of Nursing/Assistant Director of Care.

Ottawa

save and except Head Nurses and persons above the rank of Head Nurse at Starwood and New Orchard Lodge and save and except the Nursing Supervisor and persons above the rank of Nursing Supervisor at Medex Nursing Home.

2.02

A full-time employee shall mean an employee covered by this agreement who is committed to and regularly and recurringly works the full work period of seventy-five (75) bi-weekly hours, exclusive of overtime.

A part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.

A relief employee means an employee who is called in to work on an on call basis, but does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her.

Sudbury York, Timmins

- (a) A full-time employee is an employee who is regularly scheduled to work more than forty-eight **(48)** hours per pay period.
- (b) A part-time employee is an employee who is regularly scheduled to work no more than forty-eight **(48)** hours per pay period.
- (c) A relief employee means an employee who is called into work on an on-call basis, but does not work a regular schedule, or does **so** only for **a** specified period. Such employee has the option of refusing work when it is made available to her. The category of Relief Employee shall not effect the rights of part-time Employees or full-time Employees covered by this Collective Agreement as of the date of the award. Unless specifically stated otherwise, all provisions of this Agreement relating to part-time employees shall apply to Relief Employees.

Guildwood

For purposes of defining part-time employees, it is agreed that part-time employees are employees who regularly work not more than twenty-four **(24)** hours per week.

Kirkland Lake

A full-time employee shall mean an employee covered by this Agreement who is committed to and regularly and recurringly works more than forty-eight **(48)** hours per bi-weekly pay period.

A part-time employee is one who is regularly scheduled to work no more than forty-eight **(48)** hours per bi-weekly pay period.

Peterborough

A full-time employee shall mean an employee covered by this agreement who is committed to and regularly and recurringly works the full work period of seventy-five (75) bi-weekly hours, exclusive of overtime.

Notwithstanding the provision set out above, nurses employed at Extencicare (Canada) Inc., Peterborough, who work four (4) shifts per week will continue to be treated **as** full-time nurses.

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 Work of the Bargaining Unit

(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:

(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.

(b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off 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 representations 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 staffing 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 employee to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

2.07 The word "employee" or "employees" when used in this Agreement shall mean employees registered, pursuant to the *Health Disciplines Act*, which employees are within the bargaining unit.

2.08 Definitions

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 The word "Supervisor" or "Director of Care" or "Director of Nursing" or "Assistant Director of Care" where applicable shall mean the Nursing Supervisor in the Nursing Home.

2.10 The term "regular pay" and "straight pay" shall mean the amount indicated in the wage classification contained in Schedule A (and Schedule B if applicable).

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 increases or reduction 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 - 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 COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:
- (a) Two **(2)** employee representatives, except at Guildwood where the maximum number is three (3). Upon mutual agreement of the parties, the number may be altered from time to time.
 - (b) A Grievance Committee of two **(2)** employees, except at Sudbury-York where the number is three (3) employees.
 - (c) A Negotiating Committee of three (3) employees, except at Kapuskasing, Timmins and Tritown, and where the number is two (2) employees.
 - (d) A 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 Health & Safety

- (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 and 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. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

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' Union 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 Bargaining Unit President or her designate with a copy to the Labour 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 griever.

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 limit(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 ten (10) 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 Discharge Grievance

- (a) 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 Bargaining Unit President, with a copy to the Labour 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 ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

8.12

Arbitration

- (a) 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 a nominee, or if the two nominees 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.
- (b) Within ten (10) days of the receipt of notice referred to in Article 8.12 (a) above, either party may require a process for a sole arbitrator, selected from the panel set out in Appendix "C", where the grievance concerns:
- i) a job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues
 - vi) any other grievance as mutually agreed

All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator.

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.17.

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter,

shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 8.19 will apply to this Article, except where specifically modified by this Article.

The parties agree that Chairpersons under this mechanism shall be agreed from the names on Appendix "C" attached. Failing agreement, an Arbitrator will be appointed from Appendix "C" whose name follows the last Arbitrator appointed.

- 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 nominee 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 - SENIORITY AND JOB SECURITY

9.01 Definition of Seniority

- (a) Full-time - Seniority is the ranking of employees in accordance with their continuous length of employment from the date of last hire.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid equals one year of seniority and service.

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

(c) Probationary Period

- i) A newly hired full-time employee must complete a probationary period of four hundred fifty (450) hours worked.
- ii) A newly hired part-time employee must complete a probationary period of four hundred fifty (450) hours worked, or a period of six (6) calendar months, whichever occurs first.
- iii) A newly hired casual/relief employee must complete a probationary period of three hundred sixty (360) hours worked or a period of eight (8) calendar months, whichever occurs first.

9.02 A seniority list of employees covered by this collective agreement shall be posted in January and July of each year. Two (2) copies of such list shall be provided to the Union Local.

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 WSIB as the result of injury or illness incurred while in the employment of the Employer for a period of twenty-four (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 thirty (30) calendar months.
- (c) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four **(24)** months and up to thirty (30) months;
- (d) when on illness absence not paid by the Employer for a period up to thirty (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 thirty (30) calendar months from the date of last lay off;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months;
- (g) when on illness absence not paid by the employer for a period in excess of thirty (30) months; or
- (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or

relief position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

9.06

Job Posting

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

9.10 Layoff 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.

An employee will not be laid off out of seniority order if her lack of qualification for a junior employee's shift can be remedied by a three (3) day orientation to that shift. An employee will not be denied recall to a shift if her lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

- (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 fourteen (**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.

9.11 Notice to Union of Long Term Layoff

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

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Home will undertake after the layoff;
 - iii) 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 layoff which will be longer than eight (8) weeks.

9.12 Layoff and Recall

Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.1 ■ -

9.13 Reduction in Hours

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.

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

9.15 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (**12**) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to

\$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual/relief part-time employees the maximum is \$250.00.

An employee, upon long-term layoff, at her or his own expense, and except for short and long-term sickness and income protection, may 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.

9.16 Positions Outside The Bargaining Unit

- (a) 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.

9.17 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 fifteen hundred (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: 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.

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.

10.04 (a) ***Kapuskasing, Timmins, Tritown***

When, as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign and review the form in question, to indicate that its contents have been read.

(b) ***Guildwood***

In the event that it is deemed necessary by the Home to give an employee a written reprimand, the Home shall within five (5) days thereafter give particulars to the employee involved, if requested.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for personal reasons without pay provided that she 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 Union Leave

(a) Local Union Leave

i) Upon written request, leave of absence without pay shall be granted to employees for Union business. Permission for such leave will not be unreasonably withheld.

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

- ii) Leave of absence will be granted according to the following:
 - A) No more than two **(2)** employees shall be on leave at any one time.

Guildwood

- i) Up to three (3) employees may be granted Union leave of absence subject to the efficient operation of the Home.
- ii) The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.
- iii) The Employer shall not be responsible for overtime payment where any employee who may be required to work in place of another employee who **is** absent on Union business.
- iv) The Union will give at least two **(2)** weeks notice when possible.

(b) Leave of Absence for Employees 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. Such period may be extended based on operational requirements. 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) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) i) above.

- (e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b), (c) and (d) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that employees 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. It is further understood that should E.H.T. be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost

1 ■ 03 Professional and Education Leaves

- (a) 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.

Timmins, Tritown

- (c) Professional Leave without pay may be granted by the Employer to employees who are elected to the College of Nurses to attend their regularly scheduled meetings.

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 (3) 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 shall be granted one (1) day bereavement leave without **loss** of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) 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.
- (9) 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) 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 Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1997, as amended 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 Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee ~~is~~ 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.
- (9) Parental leave must begin within thirty-five (35) weeks of the birth ~~of~~ the child or within thirty-five (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) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to Section 23 of the Employment Insurance Act, § as amended 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 Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (10) 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.

- (i) 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 serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals;

- (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 to 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 Employees seeking to be appointed by the Province as classifiers shall have their applications co-signed by the Employer. Subject to operational requirements employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health, the Employer will maintain the employee's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under the collective agreement. If such leave is not fully funded by the Ministry of Health, it shall be without pay and subject to the effect of absence language.

11.08 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 WSIB. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (9) 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*.

ARTICLE 12 - PAID HOLIDAYS

12.01 All full-time employees shall receive the following holidays with pay:

New Years Day	2nd Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday (first Monday in August)	Labour Day
Remembrance Day	Thanksgiving Day
Christmas Day	Boxing Day

12.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work, had there been no holiday, at her regular rate of pay.

12.03 (a) In order to be eligible for a paid holiday, a full-time employee must have worked her last scheduled shift immediately preceding, and her first scheduled shift immediately following, the holiday; provided an employee shall not lose holiday pay if she is absent on any such days, and such absence is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on an approved leave of absence. Employees shall not be entitled to holidays with pay which fall during the period of Maternity and Adoption Leave.

An employee who qualifies for holiday pay will be eligible for one (1) day's holiday during any one (1) period of illness.

Full-time employees who are not required to work on any of the foregoing holidays shall be given the day off with pay.

- (b) An otherwise eligible full-time employee, who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit her holiday pay for the particular holiday unless absent for a bone fide reason.

12.04 Full-time employees will be paid at the rate of one and one half (1-1/2) times their applicable hourly rate for work performed on paid holidays, as set out in paragraph 12.01. Such employees shall also be entitled to an additional day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday. In lieu of this provision or failing mutual agreement as to the scheduling of the lieu day the employee will receive an additional day's pay.

Kapuskasing, Kirkland Lake, Timmins, Tritown

Full time employees will be paid at the rate of one and one half (1-1/2) times their applicable hourly rate for work performed on paid holidays, as set out in paragraph 12.01. Such employees shall also be entitled to an additional day off with pay on a mutually agreeable day within a period of twelve (12) weeks after the holiday. In lieu of this provision or failing mutual agreement as to the scheduling of the lieu day the employee will receive an additional day's pay.

Where an employee is entitled to a lieu day under this article and puts in a written request, the Employer will advise the employee within two (2) weeks of the request as to whether or not their request has been granted.

Guildwood

A full-time employee required to work on any of the foregoing holidays shall be paid at one and one-half (1 ½) times her regular straight time hourly rate of pay for all hours worked on the holiday. In addition, she will receive a day off in lieu at her regular straight time hourly rate of pay, to be taken on a day arranged between the employee and the Home.

12.05 A part-time employee or relief employee who works on a paid holiday listed in Article 12.01 above, shall be paid at the rate of time and one-half (1 ½) her applicable hourly rate for work performed on a holiday.

Part-time employees are not entitled to pay for holidays which is deemed to be included in percentage in lieu payment.

12.06 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.

12.07 When a holiday falls within a full-time employee's vacation period, or on a regular day off, she will be scheduled for a lieu day with pay at another time, which is mutually agreeable.

12.08 ***Guildwood***

An employee who works the majority of hours on the holiday shall be paid at the premium rate. For purposes of this clause, the shift that commences at 2300 hours the night before the paid holiday is considered to be the shift that works the majority of hours.

12.09 The Employer will endeavour to divide paid holidays equitably among the employees in the Home, unless mutually agreed otherwise.

12.10 ***Guildwood***

An employee may accumulate not more than five (5) lieu days, which may be taken at her request concurrently or added to her vacation.

ARTICLE 13 - VACATION

13.01 Full-Time Entitlement

***Falconbridge, Laurier Manor, London, North York, Ottawa,
Peterborough, Sudbury York, Timmins, West End Villa***

Subject to clause (e) below, the Employer will grant full-time employees vacation with pay based upon years of service at their current rate as follows:

- (a) less than three (3) years of service - three (3) weeks
- (b) three (3) or more years of service, but, **less** than fifteen (15) years - four (4) weeks
- (c) fifteen (15) or more years of service, but effective with the 2000 vacation entitlement year less than twenty-five (25) years - five (5) weeks
- (d) Effective with the 2000 vacation entitlement twenty-five (25) or more years of service - six (6) weeks
- (e) If an employee works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross earnings for the vacation year as follows:
 - Three (3) week entitlement - 6%
 - Four (4) week entitlement - 8%
 - Five (5) week entitlement - 10%
 - Six (6) week entitlement - 12%

Kapuskasing, Tritown

- (a) Employees with less than one (1) year of service shall accumulate vacation credits equivalent to one and one-quarter (1-1/4) days per month of service.
- (b) Employees with more than one (1) year of service but less than three (3) years shall receive three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of the earned wages of the employee for the vacation year.
- (c) Employees with three (3) years or more of service but less than fifteen (15) years shall receive four (4) weeks vacation paid for at eight percent (8%) of the earned wages of the employee for the vacation year.
- (d) Employees with fifteen (15) years or more of service shall receive five (5) weeks vacation paid for at ten percent (10%) of the earned wages of the employee for the vacation year.

- (e) Effective with the 2000 vacation entitlement year, employees with twenty-five (25) years or more of service shall receive six (6) weeks vacation paid for at twelve percent (12%) of the earned wages of the employee for the vacation year.

Kirkland Lake, St. Catharines

Employees who have not completed one year of service as of the June 30th cut-off date will be granted one and one-quarter (1-1/4) days vacation for each month of service. Vacation pay for such employees will be six percent (6%) of gross earnings during the vacation year.

Employees with one year of service on or before June 30th of the current year shall receive three (3) weeks vacation. Vacation pay for each week of entitlement for such employees will be the equivalent of regular (non-overtime) weekly earnings.

Employees with three (3) years of service on or before June 30th of the current year shall receive four (4) weeks vacation. Vacation pay for each week of entitlement for such employees will be the equivalent of regular (non-overtime) weekly earnings.

Employees with fifteen (15) years of service on or before June 30th in any year shall receive five (5) weeks vacation. Vacation pay for each week of entitlement for such employees will be the equivalent of regular (non-overtime) weekly earnings.

Effective with the 2000 vacation entitlement year, employees with twenty-five (25) years of service on or before June 30" in any year shall receive six (6) weeks vacation. Vacation pay for each week of entitlement for such employees will be equivalent of regular (non-overtime) weekly earnings.

For purposes of this Section, the number of week's vacation shall be considered working weeks.

Guildwood

Provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year, the Home will grant a full-time employee vacation with pay based upon years of continuous service as follows:

- (a) less than three (3) years of service - 1.25 days per month not to exceed fifteen (15) days
- (b) during the third (3rd) or subsequent year of service - 1.67 days per month or the equivalent of four (4) weeks

- (c) after fifteen (15) years of service - five (5) weeks
- (d) Effective with the 2000 vacation entitlement year: after twenty-five (25) years of service - six (6) weeks
- (e) If an employee works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross earnings for the vacation year as follows:
 - Three (3) week entitlement - 6%
 - Four (4) week entitlement - 8%
 - Five (5) week entitlement - 10%
 - Six (6) week entitlement - 12%

13.02 Part-time Entitlement

The Home will grant part-time/relief employees, as well as full-time employees with less than 1525 paid hours in the current vacation year, vacation with pay based upon years of service as follows:

- (a) less than three (3) years of service - three (3) weeks vacation at six percent (6%) of her gross earnings
- (b) three (3) or more years of service but less than fifteen (15) years - four (4) weeks vacation at eight percent (8%) of her gross earnings
- (c) fifteen (15) or more years of service - five (5) weeks vacation at ten percent (10%) of her gross earnings
- (d) Effective with the 2000 vacation entitlement year twenty-five (25) or more years of service - six (6) weeks vacation at twelve percent (12%) of her gross earnings
- (e) Part-time employees shall receive vacation entitlement on the basis of fifteen (1500) hours paid equals one (1) year of service.

Part-time employees must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with the vacation scheduling provision of the collective agreement. Absent the employee's co-operation in this regard, the Employer will schedule the employee's two (2) weeks of vacation.

St. Catharines

For purposes of this Section, the number of week's vacation shall be considered working weeks.

Guildwood

Subject to the provisions in paragraphs 2 to 4 of Article 13.10, part-time employees shall receive their vacation pay by the end of June each year. The vacation year for part-time employees is July 1st to June 30th of each year.

Sudbury York

For the purposes of this section, the number of days' vacation shall be considered working days. Part-time employees shall receive a pro-rated vacation time entitlement, based upon the number of days regularly worked in a normal work week.

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 When an employee's employment is terminated for any reason, payment for vacation earned but not taken will form a portion of such employee's termination pay.

13.05 **Sudbury York, Timmins**

For the purposes of calculating eligibility, the vacation year shall be from May 1st of any year to April 30th of the following year.

Tritown

In the first year of employment, after six (6) months of service, an employee shall be entitled to request for vacation accrued to that date.

Kapuskasing, Laurier Manor, Tritown, West End Villa

For the purposes of calculating eligibility, the vacation year shall be the period from June 1st of any year to May 31st of the following year.

Falconbridge, Guildwood, Kirkland Lake, London, North York, Ottawa, Peterborough, St. Catharines

For the purpose of calculating eligibility, the vacation year shall be from July 1st to June 30th of the following year.

13.06

Vacation schedules shall be posted by the date established in each Home. Employees shall arrange vacations with the Employer on an individual basis, at a mutually agreeable time. No changes shall be allowed in the schedule except upon consent of the employees affected and the Employer. Where more employees request the same period of vacation than staffing permits, then seniority shall be the deciding factor. The parties agree that the proper operation of the Home will be considered at all times.

Requests for vacation shall not be unreasonably and/or arbitrarily withheld.

Kapuskasing, Kirkland Lake, Timmins, Tritown

The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority, but shall be finally determined by the Administrator having due concern for the operation of the Home. The "Request for Summer Vacation Preference" schedule will be posted in the Home by not later than February 15th each year, except in Kirkland Lake where it shall be posted by not later than March 1st. Employees must complete the schedule by not later than March 31st. Requests after this date **will** be made on a first come first **serve** basis.

Summer vacation is defined as the period between June 15th and September 15th of each year.

The approved vacation schedule shall be posted by May 1st. No changes shall be allowed in the schedule except upon consent of the employees affected and the Employer.

Written vacation requests outside the summer vacation period will be granted on a first come first serve basis providing operational requirements can be met. The Employer will advise the employee in writing within one (1) month of the request, where appropriate as to whether or not their request has been granted.

Requests for vacation shall not be unreasonably and/or arbitrarily withheld.

At Kirkland Lake, prior to leaving on vacation, employees shall be advised as to the date and time on which to report following vacation.

- 13.07 The Employer may grant accumulated vacation entitlement in advance of the individual Home cut-off date provided that the employee has accumulated a minimum of eight (8) months towards her year's vacation entitlement and provided that her previous years vacation entitlement has already been taken, if such entitlement exists. Such advanced vacation shall not conflict with any other employee's normal vacation period which has not been taken.

The advance vacation payment shall not exceed the vacation accrued to the pay period immediately preceding the commencement of the employee's vacation.

The advance vacation payment shall be deducted from the employee's annual vacation which would be payable following the normal cut-off date or upon terminating. Any overpayment of advance vacation may be recovered by the Employer.

Guildwood - seven (7) months

- 13.08 Vacation may not be accumulated from one year to the next but must be taken within the vacation year following the vacation year in which the employee is entitled to such vacation. Notwithstanding the above the Employer may grant a special request from an employee to carryover a maximum of five (5) vacation days into the next year. The employee shall specify in her request to the Employer the purpose for which she is seeking the carryover.

Guildwood

When an employee wishes to accumulate vacation credits beyond normal entitlement, she shall give advance notice in writing to the Home.

Kapuskasing, Timmins, Tritown

Requests for carryover must be submitted prior to April 30th of the current vacation year.

13.09 Vacation time will be allotted as mutually agreed between the individual employee and the Employer.

Prior to leaving on vacation, employees shall be advised as to the date and time on which to report to work following vacation.

Requests for vacation shall not be unreasonable and/or arbitrarily withheld.

St. Catharines

Employees may take vacation leave in single or multiple day periods up to a maximum total of five (5) days during the year subject to the Collective Agreement provisions relating to vacation. It is agreed that such days will not be unreasonably denied.

13.10 Part-time Vacation Pay

Vacation pay for part-time relief employees shall be paid on a separate cheque the last pay in May.

If the Employer currently has the computer systems' capability to implement bi-weekly vacation pay, they shall do so by the start of the next vacation year or earlier.

Those Employers with no computer capability will endeavour to implement bi-weekly vacation pay if there is no significant administrative burden, by the start of the next vacation year or earlier. If the Employer **does** not so implement, it will provide reasons in writing to the Union.

Where possible without extensive programming changes, the amount of vacation pay will be separately identified on the pay stub.

ARTICLE 14 - DISABILITY INCOME PROTECTION PLAN

14.01 ***Kapuskasing, Sudbury York, Timmins, Tritown***

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted only to employees with at least three (3) months of seniority on the following terms and conditions:

- (a) Absence for injury compensable under the provision of the Workplace Safety and Insurance Act (WSIA) shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with four and one-half (**4-1/2**) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (**1-1/2**) days per month of service. Once these credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.
- (c) All unused sick leave may be accumulated up to a maximum of one hundred (100) days. Employees will be notified semi-annually of the total amount of sick time accumulated to their credit.
- (d) The Employer may require the employee to produce a medical certificate before the employee becomes entitled to sick leave benefits.
- (e) An employee is not entitled to the benefits of this article for any period commencing with the first day and concluding with the last day of her approved pregnancy and parental leave.

Where an employee voluntarily leaves the employment of the Employer, the Employer shall pay to her an amount equal to fifty percent (50%) of the number of unused sick leave credits she has to her credit at the time of her termination multiplied by the amount she would have earned at her straight time hourly rate of pay had she worked a normal work day.

An employee who is transferred from full-time to part-time shall retain all of her sick leave accumulated immediately prior to the time of such transfer. While employed as a part-time employee, the employee will be entitled to use her sick leave subject to the provisions of Article **14.01**. At the time of such transfer the amount of sick leave accumulated shall be expressed as a dollar amount determined by multiplying the employee's full-time basic hourly rate prior to the transfer by the number of hours accumulated. That sum shall then be converted to a number of hours available to the part-time employee by dividing that sum by the hourly rate paid to the part-time employee immediately after the transfer. Such sick leave will be paid to the part-time employee thereafter on the basis of the employee's hourly rate at the time of a qualifying illness until such hours are used up.

Falconbridge, Kirkland Lake, Laurier Manor, London, North York, Ottawa, Peterborough, St. Catharines, West End Villa

Income protection is payable when an employee is absent from work due to personal illness or injury which is not compensable under the WSIA. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the **loss** of income during time of illness.

Employees who have not completed their probation shall not be entitled to income protection. Employees who have completed their probationary period shall be credited four and one-half (4-1/2) days of income protection and shall then accumulate income protection credits at the rate of one and one-half (1-1/2) days per full month of service (a full month of service shall mean 162.5 paid hours excluding paid sick leave).

Once these credits are earned they may be used when illness forces the employee to remain away from work. Income protection used will be deducted from the total credits accumulated.

Employees shall receive credits for all unused income protection accumulated by them since date of hire.

All unused income protection may be accumulated up to a maximum of one hundred and thirty (130) days.

An employee absenting herself on account of personal illness or injury must notify the Employer on the first day of illness before the time the employee would normally report to work. Failure to give reasonable notice unless such failure is unavoidable may result in **loss** of income protection for that day of absence and all other scheduled working days until reasonable notification is given.

During any illness or injury, the employee will notify the Employer of her intention to return to work as far in advance as possible.

- (a) The Employer shall pay to the estate of an employee at the time of her death a cash settlement equal to one hundred percent (100%) of her unused sick leave credits calculated at her then current salary rate. Otherwise, income protection benefits and credits cease on termination of employment, except **as** provided in (b) below.
- (b) An employee who, after ten (10) years of service with an Employer, shall be entitled, upon termination of her employment with the Employer, to be paid fifty percent (50%) of her unused sick leave

credits calculated at her then current salary rate, except when she is discharged for cause.

Employees whose income protection credits are exhausted must apply in writing for further leaves of absence without pay according to the provisions of Article 11 hereof.

Payment for income protection shall be equal to the employee's regular wage (exclusive of overtime, shift premiums, etc.) for hours regularly scheduled to work.

- (a) Income protection benefits are not payable for any illness or injury compensable under the WSIA.
- (b) An employee is not entitled to the benefits of this article for any period commencing with the first day and concluding with the last day of her approved maternity leave.

The Employer agrees to inform each employee upon his/her request of their total sick credits accumulated to date.

Guildwood

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or by virtue of an accident for which compensation is not payable under the WSIA.

Sick leave currently standing to the credit of an employee at the date of signing this Agreement shall be deemed to be earned sick leave and by January 30th of each year, the Home will notify the employee of the amount of unused sick leave standing to her credit.

Sick leave shall be granted to full-time employees on the basis of one and one-half (1 ½) days for each one hundred and sixty-two and one-half (162.5) hours paid, and unused credits shall be cumulative to a maximum of one hundred and sixty (160) days.

A full-time employee shall earn but not be granted any sick leave credits until she has completed her probationary period. After completion of the probationary period, full-time employees shall be granted sick leave credits retroactive to the first day of employment, and if the employee has been ill during her probationary period, she shall be paid up to the limit of her credits.

There shall be no deduction from sick leave credits when an employee has completed one-half (1/2) of a tour or more.

Sick leave credits shall not accumulate during a layoff or unpaid sick leave.

An employee who terminates her employment after (5) or more years of employment shall receive payment for fifty percent (50%) of her unused sick leave credits at her current rate. This entitlement shall not apply where an employee is discharged for just cause and not reinstated.

- 14.02 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 WSIB, that employee may utilize her sick leave credits, provided the employee has not received payment from the WSIB 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 WSIB 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 the WSIB. If the WSIB 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.

On the first full period in September, 2000, the provisions in Article 14.01 and 14.02 above will cease to apply and the following provisions are effective:

- 14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which ~~is~~ not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the **loss** of income during time of such illness.
- i) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost.
 - ii) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these

benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under iii) below.

- iii) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences like all other insurances, after the third month of employment.

14.02 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 WSIB, that employee may utilize her sick leave credits, provided the employee has not received payment from the WSIB 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 WSIB 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 the WSIB. If the WSIB 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.

- 14.03
- (a) Convert existing sick banks to a frozen dollar bank, based on the wage rates in the expiring Collective Agreement after the addition of pay equity adjustments of May/June, 1999, effective the date of implementation of the plan in Article 14.01 by HRDC. This bank can only be used for purposes set out in this Article (i.e. 14.03).
 - (b) Within 1 month of the implementation of this plan and annually thereafter, the Employer will advise each employee in writing of the remaining dollar value for cash out purposes, of her or his sick leave bank.
 - (c) Divide the sick leave bank by six (6) and multiply that number by seventy-five percent (75%).

- (d) This payment will be paid on a date agreed to by the Employer and the employee. In the absence of such agreement the payment will be made on each anniversary date of the date of the approval of the sick leave plan by HRDC. Employees will receive as a lump sum payment the amount calculated in item (c) above. This payment shall be made annually for **six** years as long as the employee remains actively at work.
- (e) ***Kapuskasing, Sudbury York, Timmins, Tritown***

Where an employee voluntarily leaves the employment of the Employer, the Employer shall pay to her an amount equal to fifty percent (50%) of the number of unused sick leave credits she has to her credit at the time of her termination multiplied by the amount she would have earned at her straight time hourly rate of pay had she worked a normal work day.

An employee who is transferred from full-time to part-time shall retain all of her sick leave accumulated immediately prior to the time of such transfer. While employed as a part-time employee, the employee will be entitled to use her sick leave subject to the provisions of Article 14.01. At the time of such transfer the amount of sick leave accumulated shall be expressed as a dollar amount determined by multiplying the employee's full-time basic hourly rate prior to the transfer by the number of hours accumulated. That sum shall then be converted to a number of hours available to the part-time employee by dividing that sum by the hourly rate paid to the part-time employee immediately after the transfer. Such sick leave will be **paid** to the part-time employee thereafter on the basis of the employee's hourly rate at the time of a qualifying illness until such hours are used up.

Falconbridge, Kirkland Lake, Laurier Manor, London, North York, Ottawa, Peterborough, St. Catharines, West End Villa

- i) The Employer shall pay to the estate of an employee at the time of her death a cash settlement equal to one hundred percent (100%) of her unused sick leave credits calculated at her then current salary rate. Otherwise, income protection benefits and credits cease on termination of employment, except as provided in (b) below.
- ii) An employee who, after ten (10) years of service with an Employer, shall be entitled, upon termination of her employment with the Employer, to be paid fifty percent (50%) of her unused sick leave credits calculated at her then

current salary rate, except when she is discharged for cause.

Guildwood

An employee who terminates her employment after (5) or more years of employment shall receive payment for fifty percent (50%) of her unused sick leave credits at her current rate. This entitlement shall not apply where an employee is discharged for just cause and not reinstated.

- (9) It is agreed that if the employee remains for the six year period and has received all the payments under (d) that there is no remaining payment to be made under (e) above, if it exists.
- (g) Employees leaving prior to the completion of six (6) years following the approval date by HRDC shall have their entitlement under 14.03 (e) as modified by 14.03 (a) reduced by payments under (d) above.
- (h) For those contracts providing one hundred percent (100%) payout on death the residual amount after six (6) years will be maintained on the records of the Employer and will be paid if that condition is triggered.

14.04 ***Kapuskasing, Sudbury York, Timmins, Tritown***

The Employer may require the employee to produce a medical certificate before the employee becomes entitled to sick leave benefits.

Falconbridge, Kirkland Lake, Laurier Manor, London, North York, Ottawa, Peterborough, St. Catharines, West End Villa

An employee absenting herself on account of personal illness or injury must notify the Employer on the first day of illness before the time the employee would normally report to work. Failure to give reasonable notice unless such failure is unavoidable may result in loss of income protection for that day of absence and all other scheduled working days until reasonable notification is given.

ARTICLE 15 - HOURS OF WORK AND 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 (7-1/2) 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 (7-1/2) hours, exclusive of a one-half (1/2) 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 any 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 seven and one-half (7-1/2) hour tour rather than the actual hours worked.
- 15.06 There shall be no split shifts.
- 15.07 At least fifteen and one-half (15 ½) hours time off shall be scheduled between shifts or change over of shifts. A shorter period of time between shifts or change over of shifts may be scheduled by mutual consent.
- 15.08 ***Sudbury York, Timmins, Tritown***
- (a) Employees presently employed on permanent shifts will not be rotated without their consent except for the purposes of instructions, emergencies or when regular employees on other shifts are not available.
 - (b) Employees hired after the date of March 24, 1986, may be required to rotate over three (3) shifts as necessary. An employee requesting specific shifts on a permanent basis may be granted such requests when possible.

Kapuskasing

- (a) Employees presently employed on permanent shifts will not be rotated without their consent except for the purposes of

instructions, emergencies or when regular employees on other shifts are not available.

- (b) Employees hired after the date of December 5, 1988 may be required to rotate over three (3) shifts as necessary. An employee requesting specific shifts on a permanent basis may be granted such requests when possible.

***Kirkland Lake, Laurier Manor, London, North York, Ottawa
Peterborough, St. Catharines, West End Villa***

Employees may be required to rotate over three (3) shifts as necessary. An employee requesting specific shifts on a permanent basis may be granted such request when possible.

Falconbridge, London, North York, Ottawa, St. Catharines

Employees as of November 28th, 1985, on permanent shifts, will not be rotated without their consent except for the purposes of instructions, emergencies or when regular employees on other shifts are not available.

Guildwood

Employees on permanent shifts will not be rotated without their consent, except for purposes of instructions, emergencies, or when regular employees on other shifts are not available. The hiring of an employee who is not assigned to permanent tours will not be a violation of this provision.

Kirkland Lake

Employees as of April 16, 1998, on permanent shifts, will not be rotated without their consent except for the purposes of instructions, emergencies or when regular employees on other shifts are not available.

Laurier Manor, West End Villa

Employees as of February 6, 1989, on permanent shifts, will not be rotated without their consent except for the purposes of instructions, emergencies or when regular employees on other shifts are not available.

Peterborough

Employees hired after December 31, 1988 or employees who are presently rotating may be required to rotate over three (3) shifts, as

necessary. An employee requesting specific shifts on a permanent basis may be granted such request when possible.

Employees who were on staff as of December 31, 1988, on permanent shift, will not be rotated.

15.09 ***Falconbridge, Guildwood, Kirkland Lake, Laurier Manor, London, North York, Ottawa, Peterborough, St. Catharines, West End Villa***

First Shift of Day

The shift commencing at or about midnight, shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commenced.

Guildwood

Standard Day for Overtime Payment

The standard day for all employees covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:

2300 - 0700 Night Tour
0700 - 1500 Day Tour
1500 - 2300 Evening Tour

These hours may be varied provided there is no more than a one (1) hour difference in starting and stopping time, unless otherwise mutually agreed.

15.10 Requests for specific days off shall be submitted to the Director of Care/Director of Nursing two (2) weeks prior to the posting.

Guildwood

Advance requests for specific days off shall be submitted to the Director of Nursing at least three (3) weeks in advance of the posting time. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days or tour of duty.

15.11 The Employer shall post work schedules at least two (2) weeks prior to the effective date of the schedule.

Kirkland Lake, St. Catharines, Sudbury York, Timmins, Tritown

Such schedules shall cover a four (4) week period.

Kapuskasing, Peterborough

Such schedules shall cover a six (6) week period.

Falconbridge, Guildwood, Laurier Manor, London, North York, Ottawa, West End Villa

The Employer shall post work schedules at least **two (2)** weeks prior to the effective date of the schedule.

Timmins

The Local contact person at Timmins will be provided with a copy of the original posted work schedule.

15.12 ***Sudbury York, Timmins, Tritown***

It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with ten (10) work days in each **two (2)** weeks, with the time off in each week being given, wherever possible on consecutive days. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Home and the decision of the Employer as to the number of staff required to be on duty at any one time.

Except where otherwise mutually agreed to between the Employer and the individual employee, work schedules shall be arranged in accordance with the following:

- (a) an employee shall not be scheduled to work more than six (6) consecutive days;
- (b) an employee shall be entitled to have every second weekend off;
- (c) an employee may exchange days off or shifts with another employee provided that the Employer incurs no additional cost as a result of such shift changes and both employees consent in writing to such change.

Falconbridge, Kirkland Lake, Laurier Manor, London, North York, Ottawa, Peterborough, St. Catharines, West End Villa

- (a) An employee may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation

basis of four (4) days off bi-weekly and shall be taken on such days as shall be specified by the Employer.

- (b) The Employer to the best extent possible shall arrange shift schedules such that an employee is not scheduled to work for more than seven (7) consecutive days.
- (c) The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the employees affected.

Falconbridge, Kapuskasing, Laurier Manor, London, North York, Ottawa, Peterborough, St. Catharines, West End Villa

Except where a nurse requests weekend work or where nurses request an exchange of shifts, the Employer shall schedule the work of nurses so that each nurse shall have one weekend off every second week.

Kirkland Lake

Except where a full-time employee requests weekend work or an exchange of shifts, the Employer shall schedule the work of full-time employees so that each employee shall have one weekend off every second week.

Peterborough

The Employer will schedule two (2) weekends off in four (4).

Guildwood

- (a) At least one (1) weekend in two (2) shall be granted;
- (b) Four (4) days off will be scheduled during each two (2) week period and schedules will provide for not more than five (5) consecutive days of work. Where a full-time employee is required to work more than five (5) consecutive days, she shall be paid time and one-half (1-1/2) for each day in excess of the five (5) days until days off are scheduled.

15.13

St. Catharines, Peterborough

- (a) The Employer agrees to schedule part-time employees to work the days off of a full-time employee (buddy system).

- (b) When extra tours become available, due to vacations, illness, leave of absence, etc. prior to the posting of the schedule, they will be offered to the buddy part-time employees.

Part-time and relief employees will give the Employer their availability not less than one (1) week prior to the posting of the schedule.

- (c) Once the buddied employee has been given the opportunity to work the number of tours she wishes, or is in an overtime position, the remaining available tours will be offered on the basis of seniority to the next part-time employee in the same manner and **so** on.
- (d) Where no part-time employee is willing and/or available to perform the available work, the tour **will** then be offered to relief employees on a rotational basis.

Falconbridge, Sudbury York

- (a) The Employer agrees to schedule part-time employees to work the days off of a full-time employee (buddy system).
- (b) When extra tours become available, due to vacations, illness, leave of absence, etc., they will be offered to the buddy part-time employees.
- (c) Once the buddied employee has been given the opportunity to work the number of tours she wishes, or is in an overtime position, the remaining available tours will be offered on the basis of seniority to the next part-time employee in the same manner and **so** on.
- (d) Where no part-time employee is willing and/or available to perform the available work, the tour will then be offered to relief employees on a rotational basis.

Kirkland Lake

- (a) The Employer agrees to schedule part-time employees to work the days off of a full-time employee (buddy system).
- (b) When extra tours become available, due to vacations, illness, leave of absence, etc. prior to the posting of the schedule, they will be offered to the buddy part-time employees.

- (c) Once the buddied employee has been given the opportunity to work the number of tours she/he wishes, or is in an overtime position, the remaining available tours will be offered on the basis to the next part-time employee in the same manner and so on.
- (d) Where no part-time employee is willing and/or available to perform the available work, the tour will then be offered to relief employees on the basis of seniority.

15.14 ***Kapuskasing, Timmins, Tritown***

After the Time Sheet has been posted, extra shifts that become available shall be offered to employees on the basis of seniority, with the most senior employee being offered the extra shifts first, up to seventy-five (75) hours bi-weekly.

St. Catharines

After the time sheet has been posted, extra shifts that become available shall be offered to employees on a rotational basis, as equitably as possible, up to seventy-five (75) hours bi-weekly.

ARTICLE 16 - PREMIUM AND OTHER PAYMENTS

- 16.01 Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours on a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the Director of Nursing 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 (1 ½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7 ½) 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 twenty-four **(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 and Weekend Premium

(a) An employee shall receive shift differential for all evening and night shifts at the rate of ~~fifty~~ cents (\$.50) per hour in addition to her regular pay.

(b) Effective December 1, 1999, an employee will be paid a weekend premium at a minimum of forty-five cents (45¢) per hour.

16.08 Standby and Call In

(a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of two dollars and ~~fifty~~ cents (\$2.50) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) per hour. Standby pay shall, however, cease when the employee is called in to work.

(b) When an employee is required to work outside of regular hours, the minimum payment will be equivalent to four **(4)** hours work or time and one-half (1 ½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1 %) for the hours worked prior to the commencement of her regular shift.

Sudbury York, Timmins

When an employee who is called back to work after having left the facility and having completed her regular scheduled shift is required to work outside of regular hours, the minimum payment will be the equivalent of four (4) hours work or one and one-half (1 ½) times her applicable rate for hours actually worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply, in which case the employee will receive payment at time and one-half (1 ½) for the hours worked prior to the commencement of her regular shift.

Timmins

Full-time employees called in to work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled shall be paid overtime rate for hours required to be on duty, provided that such employee is normally required to work seventy-five (75) hours in the bi-weekly pay period.

- 16.09 (a) 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 ½) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.
- (b) Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.
- 16.10 The Employer is not required by the seniority scheduling provisions of the collective agreement (if any) to assign work to senior employees that triggers premium pay. In the event that any such assignment would trigger premium pay and the Employer chooses to assign the shift to an employee, the seniority scheduling provisions (if any) shall apply.
- This provision is applicable to all of Articles 15 and 16 except for 16.02.
- 16.11 If the Employer can not avoid paying premium pay as described above, employees can agree to waive premium for extra shifts except where the work is in excess of seventy-five (75) hours bi-weekly.

- 16.12 A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty commencing at the conclusion of any scheduled tour on the Friday immediately preceding.

Guildwood

A weekend shall be sixty-four (64) consecutive hours off duty, of which twenty-four (24) hours shall be Saturday.

- 16.13 ***Falconbridge, Kirkland Lake, Laurier Manor, Sudbury York, Timmins, West End Villa***

An employee shall be entitled to five (5) consecutive days off, at either the Christmas or New Year's holidays to include any two or more of the following in each holiday period: December 24, 25, 26 and December 31 and January 1.

It is understood that this provision will apply for the scheduling period or periods from December 15 to January 15 in particular years and, therefore, except where the employee is required to work more than the normal or regular daily hours or more than seventy-five (75) hours bi-weekly, in arranging and scheduling time off for the Christmas and New Year's holidays the weekend overtime provisions shall not apply unless an employee is unavoidably required to work on any of the Christmas or New Year's holidays scheduled as days off.

Falconbridge, Sudbury York

Staff will alternate having Christmas and New Year's off each year subject to operational requirements being met.

Kirkland Lake

The schedule setting out employees' time off as described above shall be posted by no later than November 15th.

London, North York, Ottawa, Peterborough, St. Catharines

An employee shall be entitled to a minimum of four (4) consecutive days off, and the Employer shall endeavour to schedule five (5) consecutive days off, at either the Christmas or New Year's holidays to include any two or more of the following in each holiday period: December 24, 25, 26 and December 31 and January 1.

It is understood that this provision will apply for the scheduling period or periods from December 15 to January 15 in particular years and,

therefore, except where the employee is required to work more than the normal or regular daily hours or more than seventy-five (75) hours bi-weekly, in arranging and scheduling time off for the Christmas and New Year's holidays the weekend overtime provisions in Article 16.09 otherwise applicable shall not apply unless an employee is unavoidably required to work on any of the Christmas or New Year's holidays scheduled as days off.

Kapuskasing, Tritown

An employee shall be entitled to five (5) consecutive days off, at either the Christmas or New Year's holidays on alternating years, to include any two or more of the following in each holiday period: December 24, 25, 26 and December 31 and January 1 -

It is understood that this provision will apply for the scheduling period or periods from December 15 to January 15 in particular years and, therefore, except where the employee is required to work more than the normal or regular daily hours or more than seventy-five (75) hours bi-weekly, in arranging and scheduling time off for the Christmas and New Year's holidays the weekend overtime provisions otherwise applicable shall not apply unless an employee is unavoidably required to work on any of the Christmas or New Year's holidays scheduled as days off.

The schedule setting out employees' time off as described above shall be posted no later than November 15th.

Guildwood

Over Christmas and New Year's, as much time off as possible will be scheduled, and arrangements will be left to the parties to maintain flexibility. If there is a dispute, Christmas and New Year's will be scheduled on a rotating basis unless otherwise agreed by the employees.

16.14 Transportation Payment

Guildwood

If an employee works past midnight, the Home will supply transportation to her home, in the event that she does not operate her own automobile.

16.15 ***Falconbridge, Kapuskasing, Kirkland Lake, Laurier Manor, London, North York, West End Villa***

There shall be no pyramiding of any premium pay. (Overtime and paid holiday pay, etc.)

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

17.01 O.H.I.P.

The Employer will pay one hundred percent (100%) of the billed rate of the Ontario Health Insurance Plan (O.H.I.P.).

17.02 Life Insurance

The Employer will pay one hundred percent (100%) of the cost of life insurance in the amount of one (1) times yearly salary for all full-time employees. Employees over age 65 are not insurable.

Kapuskasing

The Employer will pay one hundred percent (100%) of the cost of life insurance in the amount of two (2) times yearly salary for all full-time employees. Employees over age 65 are not insurable.

Guildwood, Sudbury York, Timmins

The Employer shall pay the full cost for a Group Life Insurance Plan for all full-time employees. The plan will include coverage equal to two times (2x) her annual rate of earnings rounded to the nearest \$500.00.

17.03 Extended Health Care

The Employer will pay one hundred percent (100%) of the billed premium for major medical - \$10/\$20 plan; no co-insurance for participating full-time employees.

Sudbury York, Timmins - 90/10 coinsurance - prescription drugs

	<u>Private</u>	<u>Semi-private</u>	<u>Vision</u> \$60 q 24 months \$	<u>Hearing aids</u> 300 max.
Falconbridge	X	X	X	X
Guildwood		X	X	X
Kapuskasing	X	X	X	X
Kirkland Lake	X	X	X	X
Laurier Manor	X	X	X	X
London	X	X	X	X
Medex	X	X	X	X
New Orchard Lodge	X	X	X	X
North York	X	X	X	X
Peterborough	X	X	X	X
Starwood	X	X	X	X

St. Catharines	X	X	X	X
Sudbury-York		X	X*	X*
Timmins		X	X*	X*
Tritown	X	X	X	X
West End Villa	X	X	X	X

Effective February 1, 2000, a drug card will be implemented with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. Positive enrolment provision to be included. Existing co-insurance, deductibles and employee portion of premium eliminated.

* ***Sudbury York, Timmins***

Effective February 1, 2000, the Employer will provide for a minimum vision coverage of \$60/24 months and minimum hearing coverage of \$300/life time.

17.04

Dental

The Employer will pay fifty percent (50%) of the billed premium of a dental plan equivalent to Blue Cross #9, based on the 1990 ODA fee schedule for eligible full-time employees who elect to participate in the plan.

St. Catharines - based on the 1989 ODA fee schedule.

Effective February 1, 2000, O.D.A. fee schedule for all facilities except those listed below will be increased to 1996. O.D.A. fee schedule.

Guildwood, Kapuskasing, Kirkland Lake, Tritown - based on the current ODA fee schedule.

17.05

The Employer shall provide to each person 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. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.

- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (9) the arbitrators for this process shall be Nancy Backhouse and Deena Baltman.

If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.
- (g) the arbitrator shall render a decision with ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits,. this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of

judicial review is to avoid the cost and expense associated with the exercise of these rights.

- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

Note: Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all **self** insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

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.

17.07 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer towards the premium coverage under the insurance plans set out above subject to their respective terms and conditions including any enrolment requirements. Should any plan have a longer service qualifer it shall be removed as soon as the plan is up for modification or renewal.

ARTICLE 18 - RETIREMENT INCOME PLAN

18.01 Retirement Income Plan

Each newly employed full-time employee shall, and each current full-time and any part-time employee may, with * three (3) month's service, establish an individually vested plan with the ONA Retirement Income Plan. The Employer shall deduct four (4) percent of applicable wages from the employee's gross earning each pay and remit it to the credit of the employee's individual plan, together with a matching Employer

contribution of four (4) percent of the employees gross earnings in the pay period.

***Kapuskasing, Kirkland Lake, Tritown - six (6) months**

St. Catharines

Retirement Income Plan

- (a) Full-Time employees will be enrolled in an Ontario Nurses' Union Retirement Income Plan, which Plan shall provide for individual vesting of all contributions.
- (b) For Part-Time employees, participation in the Plan shall be optional and voluntary, and, where a Part-Time employee elects to participate, the rates of contribution to be paid by the employee and the Employer shall be the same as is the case of a Full-Time employee.
- (c) The respective rates of contribution to be paid by the employee and the Employer will be fixed at four percent (4%) of gross earnings to be paid and deducted monthly in each case.
- (d) The implementation of the Retirement Income Plan is to be overseen and the plan brought into existence by a joint committee at the St. Catharines facility comprising of two (2) representatives each from the Home's Management or Administrative Staff and two (2) employees elected by the membership at the Home who, if they require, in each case may be assisted by a representative of the Employer and of the Union from outside the Home.

18.02 The definition of applicable wages for purposes of determining contributions to the Retirement income 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.

18.03 Employer deductions and employee contributions will commence the later of the waiting period set out above or the first full pay period following the date that the Employer receives written confirmation from the RRSP carrier that an account has been opened for the employee.

The Union or carrier shall provide the Employer with the required forms which the Employer **shall** distribute to employees. The Union representative may discuss the forms during the employee interview as provided for in Article 6.05. A representative from the RRSP carrier may be present at this meeting.

18.04 Effective as soon as practically possible following ratification, employees may make additional voluntary contributions to their RRSP based on whole number percentages, (Example 1%, 2%, etc.), up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Employer.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

19.01 In the event that the Home assigns a number of residents or a workload to an individual employee or 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 resident care, she or they shall:

- (a) i) Complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered employees; one (1) chosen by the Ontario Nurses' Union, one (1) chosen by the Home and one (1) chosen from a panel of independent registered employees who are well respected within the profession. The member of the Committee chosen from the panel of independent registered employees shall act as Chairperson.
 - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar 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 findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) i) The list of Assessment Committee Chairpersons is attached.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

- 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 in service 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:

- (a) 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.
- (b) The period of orientation/familiarization shall be for a minimum of three (3) days or such greater period that the Employer deems necessary.
- (c) She shall be an additional employee to the usual staffing pattern.
- (d) 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 in service or to attend meetings, in service 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 The Employer will endeavour where practical to schedule in services at times which will facilitate the attendance of employees working outside the day shift.

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 and 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, including WSIB 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 disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the Bargaining Unit

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.

Nothing in this language obligates the Employer to establish a modified/light/alternative work program.

- (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 ini Diseases

Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the *cost* for such medication.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or the employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employees physician of such medical condition in consultation with the Employers physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

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

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she **is** not allowed to attend at work as a result of an outbreak.

21.06 Bulletin Boards

The Employer shall provide to the Union, adequate bulletin board space in such place **so** as to inform all employees in the bargaining unit of the activities of the Union. No notice shall be posted without the prior consent of the Administrator of the Nursing Home.

Kapuskasing, Timmins, Tritown

The Employer shall provide to the Union adequate bulletin board space in such place **so** as to inform all employees in the bargaining unit of the activities of the Union.

21.07 ***Falconbridge, Kapuskasing, Sudbury York, Tritown***

Prior discussion of changes

Before effecting any changes in rules or policies which affect employees covered by this collective agreement, the Employer will endeavour to discuss the changes with the Union and provide copies thereof to the Union.

21.08 ***Sudbury York, Timmins***

In the event that the nursing home requires an employee to undergo a medical examination in connection with her employment, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the home, whichever the employee prefers. Where the employee chooses to use her own physician and, the physician's report is inadequate, if further consultation is required, the second visit will be on the employee's time or during working hours without pay.

Kapuskasing, Tritown

The Employer may require the employee to produce a medical certificate before the employee becomes entitled to **sick** leave benefits.

***Falconbridge, Laurier Manor, London, North York, Ottawa,
Peterborough, West End Villa***

An employee may be required to produce proof of disabling sickness or injury in the form of a medical certificate from a qualified medical practitioner for any absence.

21.09

Pay Days

- (a) Pay periods shall be bi-weekly. The Employer will provide each employee with an itemized statement.
- (b) Upon termination, an employee will be paid her final pay and her vacation pay on the regular pay day.

Guildwood

Payroll Policies

If an error on a pay cheque exceeds twenty dollars (\$20.00), then the Home shall issue a correcting cheque within a maximum of five (5) days.

Kapuskasing, Kirkland Lake, Timmins, Tritown

Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, 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 based on a mutually satisfactory arrangement between the employee and the Employer,

21.10

***Falconbridge, Laurier Manor, London, Ottawa, Peterborough,
St. Catharines, West End Villa***

The Employer agrees to provide an explanation of the calculation of retroactivity for payments arising out of the settlement of the collective agreement.

ARTICLE 22 - COMPENSATION

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

22.02 Retroactivity

Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

22.03 Recognition of Previous Experience

The Employer will recognize recent related experience on the basis of one (1) annual increment for each ~~two~~ (2) years of service up to a maximum on the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide 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.

Note: The change is to apply to incumbent employees and the appropriate wage adjustments will be made effective December 1, 1999.

Kapuskasing, Peterborough, Timmins, Tritown

The Employer will recognize related experience on the basis of one (1) annual increment for each ~~two~~ (2) years of service up to a maximum of the salary schedule.

Guildwood

Employees shall receive recognition for recent and relevant nursing experience as follows:

- (a) One (1) increment for each year of service with the Home;
- (b) Effective November 9, 1987, one (1) increment for each ~~two~~ (2) years of previous experience outside the Home up to the maximum

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 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 Pay

- (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) 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 tour in addition to her regular rate of pay.

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 Graduate Nurse Rate

Falconbridge, Kirkland Lake, Laurier Manor, London, North York, Ottawa, Peterborough, Sudbury York, Timmins, West End Villa

The rate of pay for a graduate nurse shall be twenty-five cents (25¢) per hour less than a registered nurse.

22.09 A graduate nurse 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 nurse 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 **Guildwood**

Uniform Allowance

The Home agrees to pay each employee a uniform allowance of ninety dollars (\$90.00) per year which shall be pro-rated for part-time employees. Employees have the option to wear coloured uniforms. Guidelines for uniforms will be drawn up by the Union-Management Committee.

ARTICLE 23 - DURATION

23.01 This Agreement shall continue in effect until June 30, 2001 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.

23.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

Dated at Toronto, Ontario, this 15th day of January 2000.

FOR THE UNION

B. Lamoree
A. Schachter

FOR THE EMPLOYER

[Signature]

EXTENDICARE (CANADA) INC. AND ONTARIO NURSES ASSOCIATION
PAY EQUITY ADJUSTED RATES
SALARY SCHEDULE

CLASSIFICATION	STEP	JULY 1, 2000	JANUARY 1, 2000	JULY 1, 2000	JANUARY 1, 2001
Full-Time Registered Nurse	Start	17.93	18.05	18.17	18.30
	1 Year	18.84	18.96	19.08	19.22
	2 Years	19.96	19.96	19.98	19.98
	3 Years	20.95	20.95	21.03	21.03
	4 Years	21.68	21.81	21.94	22.07
	5 Years	22.47	22.68	22.89	23.12
	6 Years	22.96	23.19	23.42	23.65
	7 Years	24.49	24.73	24.98	25.23
	8 Years	25.12	25.37	25.62	25.88
	9 Years	25.85	26.11	26.37	26.63
Part-Time/Relief Registered Nurse At 12.5% in lieu (No RRSP)	Start	20.17	20.31	20.44	20.59
	1 Year	21.20	21.33	21.47	21.62
	2 Years	22.46	22.46	22.48	22.48
	3 Years	23.57	23.57	23.66	23.66
	4 Years	24.40	24.54	24.68	24.83
	5 Years	25.28	25.52	25.75	26.01
	6 Years	25.83	26.09	26.35	26.61
	7 Years	27.55	27.82	28.10	28.38
	8 Years	28.26	28.54	28.82	29.12
	9 Years	29.08	29.37	29.67	29.96
Part-Time/Relief Registered Nurse At 8.5% in lieu (With RRSP)	Start	19.45	19.58	19.71	19.86
	1 Year	20.44	20.57	20.70	20.85
	2 Years	21.66	21.66	21.68	21.68
	3 Years	22.73	22.73	22.82	22.82
	4 Years	23.52	23.66	23.81	23.95
	5 Years	24.38	24.61	24.84	25.09
	6 Years	24.91	25.16	25.41	25.66
	7 Years	26.57	26.83	27.10	27.38
	8 Years	27.26	27.53	27.80	28.08
	9 Years	28.05	28.33	28.61	28.89

EXTENDICARE (CANADA) INC. AND ONTARIO NURSES ASSOCIATION
PAY EQUITY ADJUSTED RATES
SALARY SCHEDULE

CLINICAL CO-ORDINATOR (GUILDWOOD ONLY)

CLASSIFICATION	STEP	JULY 1, 2000	JANUARY 1, 2000	JULY 1, 2000	JANUARY 1, 2001
Full-Time Clinical Co-ordinator	Start	18.38	18.50	18.62	18.75
	1 Year	19.29	19.41	19.53	19.67
	2 Years	20.41	20.41	20.43	20.43
	3 Years	21.40	21.40	21.48	21.48
	4 Years	22.13	22.26	22.39	22.52
	5 Years	22.92	23.13	23.34	23.57
	6 Years	23.41	23.64	23.87	24.10
	7 Years	24.94	25.18	25.43	25.68
	8 Years	25.57	25.82	26.07	26.33
	9 Years	26.30	26.56	26.82	27.08
Part-Time/Relief Clinical Co-ordinator At 12.5% in lieu (NoRRSP)	Start	20.68	20.81	20.95	21.09
	1 Year	21.70	21.84	21.97	22.13
	2 Years	22.96	22.96	22.98	22.98
	3 Years	24.08	24.08	24.17	24.17
	4 Years	24.90	25.04	25.19	25.34
	5 Years	25.79	26.02	26.26	26.52
	6 Years	26.34	26.60	26.85	27.11
	7 Years	28.06	28.33	28.61	28.89
	8 Years	28.77	29.05	29.33	29.62
	9 Years	29.59	29.88	30.17	30.47
Part-Time/Relief Clinical Co-ordinator At 8.5% in lieu (With RRSP)	Start	19.94	20.07	20.20	20.34
	1 Year	20.93	21.06	21.19	21.34
	2 Years	22.15	22.15	22.17	22.17
	3 Years	23.22	23.22	23.31	23.31
	4 Years	24.01	24.15	24.29	24.43
	5 Years	24.87	25.10	25.32	25.57
	6 Years	25.40	25.65	25.90	26.15
	7 Years	27.06	27.32	27.59	27.86
	8 Years	27.74	28.02	28.29	28.57
	9 Years	28.54	28.82	29.10	29.38

NOTE:

The percent in lieu of the full-time hourly rates included in the part-time and relief rates is given in lieu of all fringe benefits excluding vacation, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, call back guarantee, shift differential, in charge premium, responsibility allowance, overtime and salaries.

APPENDIX "B"

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
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Ms. Gail Ouellette
Director
Occupational Health & Employment Services
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4001 Leslie Street
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Tel: 416-758-6008
Fax: 416-758-6738

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

APPENDIX "C"

CHAIRPERSONS R_L ARTILE 8.12

Gerald Charney
Louisa Davie
Pauline Dietrich
Jane Emrich
Barry Fisher
William Kaplan
Loretta Mikus
Richard Verity

LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

and

EXTENDICARE (CANADA) INC.

Re: Education Reimbursement

Effective November 12, 1999, employees shall be entitled to receive reimbursement for employment course costs relating to: physco-geriatrics, tube feeding, dialysis, assessment / documentation, dealing with difficult residents / families, supervisory skills, to April 1, 2001 on presentation of receipt(s) for payment to the Administrator or designate as follows:

Full-time employees*	up to \$100.00
Regular Part-time employees	*Up to \$50.00

* on staff as of date of ratification.

Any monies not claimed shall go into a pool and the Employer shall post a notice by April 15, 2001 advising employees of the existence and size of the pool and their right to make further claims on top of the above limits. The Employer shall approve any claims for reimbursement of such employment related course costs up to June 30, 2001 on a first come first serve basis until the pool is exhausted.

Such payments shall be tax free if allowed by law.

An employee who wishes to attend a non-mandatory in-service in the Home, which occurs outside her scheduled hours, relating to the above mentioned subjects, may claim straight time wages for such in-service from the funds noted in this provision.

The list of eligible educational programs may be added to at the discretion of each individual Home.

LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

and

EXTENDICARE (CANADA) INC.

Re: Pay Equity

Nothing in this settlement prejudices the Union's entitlement under the 1995 Pay Equity deal.

The following understanding deals with the calculation of the value of any one percent (1%) and not any issue about the amount of the adjustment and timing of implementation.

The parties agree to meet and establish the cents per hour payments at the different levels of the grid for each one percent (1%) level required until the original pay equity plan is achieved.

LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

and

EXTENDICARE (CANADA) INC.

Re: Health & Safety Sub-Committee

(Effective 1999 – 2001 only)

For the Multi-Home Employer, each Employer and the Union agree to form a sub-committee which will review appropriate Health & Safety issues that have not been resolved by the Local Health & Safety Committee and determine areas of concern that require further review.

To the extent possible, the parties will endeavour to reach consensus on recommendations to improve circumstances. The parties will focus first on the most common incidents.

LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

and

EXTENDICARE (CANADA) INC.

Re: New Certifications

If a participating employer is newly certified by ONA at one of its owned nursing homes for its registered nurses, the existing standard non-monetary provisions in the central ONA/RN agreements will automatically apply to the nurses effective as soon as practically possible following the date that the Employer receives notice to bargain from the Union.

These provisions include the central template issues at June 30, 1999:

Article 1
Article 2.03
Articles 2.05-2.07
Articles 3-8
Articles 9.01(c), 9.03-9.12,9.15
Article 10
Article 11 (except 11.05 (d))
Article 12 Holidays – Long Weekends
Article 14 – Delay in WSIB
Article 17.05, 17.06
Article 20
Article 21
Article 23 (except 23.01)
Appendix B
Appendix C

Any revisions that the parties made during the 1999/2001 round to the items already listed. The specified list refers to provisions from the 1998-99 template.

Additionally, the following items form the Items in Agreement in the 1999/2001 round are also to be included.

Article 17.05

Article 1 ■ 02 (d)

Article 9.10 (a), second paragraph

Article 20.08

Safety Issue Letter

LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

and

EXTENDICARE (CANADA) INC.

Re: Joint Committee - Working Document

The Parties are to establish a joint committee to construct a working document which will at least include a compilation of the pre existing variations of the non standardized central issues. The work is to be completed prior to the open period for notice to bargain. Meetings are to be held at least bi-monthly with the party whose next response is due to provide comprehensive written position to the other side at least 1 working day prior to meeting. If the work is not finished 3 months prior to the deadline, the parties agree to meet as often as necessary in order to meet the deadline.

The committee may also make recommendations on options for standardizing individual Articles.

The committee will also review the information relating to dues information concerns of the Union and forward any recommendations to the Participating Employers on changes that can be implemented during the term of the collective agreement.

For further clarity, the parties agree that the purpose of the exercise is to review opportunities for further standardization of the collective agreement provisions and assess the impact of such standardization on the participating nursing homes.

LETTER OF UNDERSTANDING
between
ONTARIO NURSES' ASSOCIATION
and
EXTENDICARE (CANADA) INC.

Re: Clawback of E.I. Benefits

The Employer will indemnify the employee in the unlikely event that there is a clawback of E.I. benefits pursuant to this plan. The parties agree that the Employment Insurance benefit rate (gross amount), the SUB previously **paid** plus this offset amount will not exceed ninety-five percent (95%) **of** the weekly earnings.

LETTER OF UNDERSTANDING

between

ONTARIO NURSES' ASSOCIATION

and

EXTENDICARE (CANADA) INC.

Re: Transfers Among Facilities

The Employer agrees that employees may be permitted to transfer from one nursing home to another for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be able to commence work.
- (b) An applicant, who is permitted to transfer at the Employer's discretion from one nursing home to another as a result of this transfer procedure, will retain the service that she/he had previously accrued for purposes of placement on the wage schedule, level of vacation entitlement provided, and any other compensation conditions of employment according to the position to which employee transfers at the new home. For purposes of transfer, promotion, lay-offs and reductions in staff, however, an employee **so** transferring will only be able to exercise home seniority.
- (c) This provision applies only to homes within the same Employer.

Note: The Employer agrees to use its best efforts to negotiate a similar type of provision into collective agreements it has with other unions representing registered nurses.