

COLLECTIVE AGREEMENT

BETWEEN

**ROYALCREST LIFECARE GROUP
(Hereinafter referred to as the "Employer")**

AND

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

Expiry Date: June 30, 1999

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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 Oakville

The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining unit of all Registered and Graduate Nurses employed by Oakville Lifecare Centre in Oakville, Ontario, save and except the Director of Care and persons above the rank of Director of Care.

Townsville

The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent of all Registered **and** Graduate **Nurses employed in a nursing capacity** by Royalcrest Lifecare Group carrying on business as Townsville Lifecare Centre in the City of Hamilton, save and except the Director of Care and persons above the rank of Director of Care.

Brantwood

The Employer recognizes the Union as the Bargaining Agent for all Registered and Graduate nurses employed by Brantwood Manor Nursing Homes Limited, Burlington, in a nursing capacity save and except the Director Of Nursing and persons above the rank **of** Director Of Nursing.

Marnwood

The Employer recognizes the Union **as** the sole and exclusive bargaining unit of all registered and graduate nurses employed by Marnwood Lifecare Centre in Bowmanville, Ontario, save and except the Director of Care and persons above the rank of Director of Care.

Mississauga

The Employer recognizes the Union as the bargaining agent for registered and graduate nurses employed by Royalcrest Lifecare Inc. (formerly known as Extendicare Health Care Services Inc). at Mississauga, Ontario engaged in a nursing capacity save and except the Director of Care and persons above the rank of Director of Care.

Norcliffe

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all Registered and Graduate Nurses employed in a nursing capacity by Norcliffe Lifecare Centre in Hagersville, Ontario, save and except the Administrator and those above the rank of Administrator.

Stoney Creek

The Employer recognizes the Union as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Employer save and except the Director of Resident Care and persons above the rank of Director of Resident Care.

Yorkview

The Home recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Yorkview Lifecare Centre, (previously known as Oakridge Villa Nursing Home) in Downsview, Ontario, save and except the Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.

2.02 Oakville/Townsville

The Employer recognizes the following categories of employees:

- (a) A Full-Time employee is an employee who is scheduled to work thirty-seven point five (37.5) hours per week or seventy-five (75) hours bi-weekly.
- (b) A Part-Time employee is an employee who is scheduled to work less than thirty-seven point five (37.5) hours per week or less than seventy-five (75) hours bi-weekly.

Note: Employees employed on May 21, 1993 to work less than seventy-five (75) hours bi-weekly that are currently considered Full-Time, shall remain so.

Brantwood

- (a) A Full-Time employee is an employee who is regularly scheduled to work nine (9) days but not more than ten (10) days in a two (2) week period.
- (b) A Part-Time employee is an employee who is regularly scheduled to work less ~~than nine~~ (9) days in a two (2) week period.

Marnwood

The Employer recognizes the following categories of employees:

- (a) A full-time employee is ~~an~~ employee who is scheduled to work thirty (30) hours per week.
- (b) A part-time employee is an employee who is scheduled to work less than thirty (30) hours per week.

Mississauga

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

Norcliffe

The Employer recognizes the following categories of employees:

- (a) A Full-Time employee is an employee who regularly works thirty-seven ~~and~~ one-half (37 1/2) hours per week.
- (b) A Part-Time employee is an employee who is employed on a Part-Time basis and regularly works fewer ~~than~~ thirty-seven and one-half (37-1/2) hours per week.

Stoney Creek

The Employer recognizes the following categories of employees:

- (a) A full-time employee is an employee scheduled to work more than twenty-four **(24)** hours per week;
- (b) A part-time employee is an employee who is scheduled to work less ~~than~~ twenty-four **(24)** hours per week; such scheduling to be either on a regular or casual basis.

Yorkview

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 a week.

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 unitOakville/Townsvew/Stoney Creek/Yorkview

- (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.

• Brantwood

Employer agrees that no one outside of the Bargaining Unit shall perform work normally performed by members of the Bargaining Unit as performed by them as at April 30th, 1983, except for the purpose of instruction, experimentation or in a emergency situation. Use of temporary outside personnel to replace employees who are not available for work on a short term basis, is not prohibited by this section.

Marnwood

The Employer will not contract out registered nursing services. The Employer will not reduce existing registered nurse scheduled work shifts per day.

Mississauga

In order to protect the standards of nursing care, it is provided that:

- (i) there shall be no contracting out of the work of this bargaining unit, and,
- (ii) no-one outside the bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation, or in the event of an emergency situation, provided that such performance does not reduce the hours or pay of any employees.

Norcliffe

In order to protect the standards of nursing care, the Employer agrees that no one outside the above mentioned bargaining unit shall perform the work normally performed by members of this Bargaining Unit, except for the purpose of instruction, experimentation, or in the event of an emergency situation.

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 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.

2.08 Oakville/Townsvew

A Registered Nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, 1974, as amended. A Registered Nurse is required to present to the Director of Care by February 15th of each year her current certificate of competence.

Brantwood/Marnwood/Stoney Creek

A Registered Nurse is defined as a person who holds a Certificate Of Competence from the College Of Nurses of Ontario, in accordance with the Health Disciplines Act, 1974, as amended.

Mississauga

A registered nurse is defined as a person who holds a Certificate of Competence from the College of Nurses of Ontario, in accordance with the Health Disciplines Act, 1974, as amended. A registered nurse is required to present to the DON by February 15th of each year her current certificate of competence.

Norcliife

A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act 1974, as amended. A Registered Nurse is required to present to the Director of Nursing, by the 15th of February of each year, her current registration certificate.

Yorkview

A "Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act, 1974, as amended. A Registered Nurse is required to present to the Director of Nursing by February 15th of each year, her current Certificate of Competence.

2.09 Mississauga

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

2.10 Mississauga

The term "regular pay" and "straight pay" shall mean the amounts indicated in the wage classifications contained in Appendix "A".

2.11 Brantwood

All references to Officers, Representatives and Committee Members of the Union in this Agreement shall be deemed to mean Officers, Representatives and Committee Members of the Union's duly chartered Local, namely: "Ontario Nurses' Association, Local 71". All correspondence sent by the Employer to the Union shall be sent to such Chartered Local.

2.12 Oakville/Townsvievw/Marnwood/Stoney Creek/Yorkview

The word "Employees" as when used throughout this Agreement shall mean persons included in the above described Bargaining Unit.

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.
- 4.04 **Oakville/Townsvew/Marnwood**

The Union agrees there will be no Union activity on the Employers' premises or during working hours except with the permission of the Home or as specifically provided for in this Agreement.

Brantwood

The Union agrees there will be no Union activity, solicitation for membership or collection of Union dues on Employer premises or during working hours except with the written permission of the Hospital or as specifically provided for in this Agreement.

Mississauga

The Union agrees that there shall be no Union activity on the Employer's premises, except as specifically provided for in this Agreement.

Stoney Creek

The Union agrees there will be no Union meetings on the Home's premises without the permission of the Employer.

Yorkview

The Union agrees that there shall be no Union activity at the Home except as specifically provided for in this Agreement.

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

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following:

- (a) Two (2) employee representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of two (2) employees.
- (c) A Negotiating Committee of two (2) employees.

Note: At Yorkview and Townsview the Negotiating Committee consists of three (3) 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.

6.08 Oakville/Townsvew/Marnwood

The Employer agrees to lend its best efforts to the scheduling of committee meetings involving ONA representation during scheduled working hours.

6.09 Mississauga

If facilities are available, the Employer may grant permission to the Association to hold meetings on the Employer's premises. Such meetings shall be preauthorized by the Employer.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.
- 7.02 The Employer shall provide the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility. The Employer will also identify all terminations and newly-hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit.
- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Step No. 1

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

Step No. 2

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

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time 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 Secretary of the Local Union, with a copy to the Employment Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Union shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

- 8.12 (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

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 (a) Full-time seniority

Oakville/Townsvew/Marnwood

Full **Time** Seniority shall be defined as length of service with the Employer since date of last hire.

Brantwood

If a Full-Time employee is retained after the probationary period, **each** employee's seniority will be dated from the date of last hire.

Mississauga

Seniority is the ranking of employees in accordance with their continuous length of employment **from** the date of last hire.

Norcliffe

Full-Time seniority is defined **as** length of service with the Employer from date of last hire.

- (b) Part-time employees shall accumulate seniority and service on the basis of 1500 hours paid equals one year of seniority **and** service.

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

- (c) Probationary period

- (i) Full-Time

A newly employed full-time employee shall be considered probationary for the first four hundred and **fifty** (450) hours worked.

- (ii) Part-Time

A newly employed part-time employee shall be considered probationary for the first four hundred and fifty (450) hours worked or six (**6**) calendar months, whichever occurs first.

- (iii) Casual/Relief

A newly employed casual or relief part-time employee shall be considered probationary for the first three hundred and sixty (360) hours worked or eight calendar months, whichever occurs first.

Brantwood

Such probationary period may be extended with the written consent of the Employer, employee, and the Vice-president of the Local Union.

Norcliffe

During the period of probation, she shall enjoy all the rights **and** privileges prescribed in this Agreement except that she shall not have access to the Grievance or Arbitration Provisions of the Agreement in the event that she is discharged. During this period of probation, an employee shall have no seniority

but if she is retained beyond the probationary period, her seniority shall then be credited as of the date of last entry into the service of the Employer and shall be cumulative.

Yorkview

The employment of probationary employees may be terminated at any time during their probationary period.

9.02 Seniority Lists

Oakville/Townsvew/Marnwood

The Employer will keep up to date seniority lists for Full-Time **and** Part-Time employees, and post the same on **an** ONA bulletin board and supply copies of the current list to the Union twice a year, in the months of January and July, **and** prior to any lay-off.

Brantwood

The Employer will keep up to date seniority lists for Full-Time and Part-Time employees, **and** supply copies of the current list to the Union twice a year, in the months of January and July, and prior to any layoff.

Mississauga

A seniority list of employees covered by this Agreement, showing seniority, shall be posted by the Employer yearly by January 31st. Two copies of such list will be forwarded to the Secretary **of** the **Local**. Seniority for part-time employees shall **be** expressed in the number of hours worked since the date of last hire.

Norcliffe

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

Stoney Creek

The Employer agrees to keep **a** seniority list for all bargaining unit employees and to post the same in a conspicuous place and supply copies of the current list to the Union twice a year.

Yorkview

A seniority list shall be established for all employees covered by this Agreement based on hours paid. A copy of the seniority list will be filed with the Union after the execution of this Agreement, and thereafter annually as at January 31st of each year. In the event of a layoff, a revised seniority list will be done.

- 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 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 24 months and up to 30 months;
 - d) when on illness absence not paid by the employer for a period up to 30 months;

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

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

- a) resigns;
- b) is discharged and not reinstated;
- c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- d) Effective May 27, 1997, is laid off for more than thirty (30) calendar months;
- 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; or
- g) when on illness absence not paid by the employer for a period in excess of 30 months;
- 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 casual 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
- a) Where a vacancy which is not covered by Article 9.07 occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. If requested, a copy of the job posting shall be given to the Local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
 - b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.

- c) Where an employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as **an** application for the posting.
 - d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate **has** been chosen.
 - e) The job posting requirements apply, prior to the exercise of recall rights by **laid** off employees and notwithstanding the existence of layoff notices.
- 9.07
- a) Vacancies which are not expected to exceed **sixty (60)** calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
 - b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
 - c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
 - d) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.
- 9.08 In all cases of job postings under Article 9.06 above, the following factors shall be considered:
- a) skill and ability;
 - b) seniority.
- Where the factors in (a) are relatively equal, seniority shall govern.
- 9.09 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.

- (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 of receipt of same and shall be available for work within an additional 14 days unless otherwise agreed.
- (c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

9.10 Notice to Union of Long Term Layoff

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

- i) Provide the Union with ninety (90) days notice;
- ii) Meet with the Union to review the following:
 - (a) the reasons causing the lay-off;
 - (b) the service which the Home will undertake after the lay-off;
 - (c) the method of implementation, including areas of cutback and the employees to be laid off.

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

- 9.11 Ninety (90) days notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.10.
- 9.12 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Union, such consent not to be unreasonably withheld when shown to be **in** the best interests **of** residents.
- 9.13 Severance pay will be in accordance with the provisions **of** the Employment Standards Act.

- 9.14 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.

9.15 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.

9.16 Change of status

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

Note: 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 Oakville/Townsvew/Marnwood/Stoney Creek

When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any employee, it is understood and agreed that such employee shall be given an opportunity to sign the document, indicate any area of disagreement and she shall also be provided with a copy of the document.

Brantwood

- (a) A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- (b) No document shall be used against an employee where it has not been brought to her attention **in** a timely manner.

Marnwood/Mississauga

- In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved with a copy to the Union.

Norcliffe

A copy of any completed evaluation, progress report or assessment related to performance, nursing practice or other employment related matter which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial such document to indicate that it **has** been read and understood and shall have the opportunity to add her views prior to it being placed in her file. At her request a copy of the above-mentioned documents will be provided to the employee.

Yorkview

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 - LEAVE OF ABSENCE11.01 Personal leave of absence

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

11.02 Union leavea) Local Union LeaveOakville/Townsvew

The Employer agrees to grant leaves of absence for no more **than** two (2) Representatives at one time without pay, to employees selected by the Union to attend Union business, including conferences **and** conventions. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

Brantwood

Leave of absence for Union business shall be given provided adequate written notice is given to the Employer. The Employer agrees that permission for such leave will not be unreasonably withheld. It is agreed that not more ~~than~~ two (2) employees who have been scheduled to work shall ~~be~~ absent on such leave at the same time. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

Marnwood

The Employer agrees to grant leaves of absence without pay, to employees selected by the Union to attend Union business, including conferences and conventions. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

Mississauga

- (i) The Employer agrees to grant leaves of absence to employees selected by the Union to attend Union business, including conferences and conventions.
- (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.
 - (b) The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.
 - (c) The Union will give at least two (2) weeks' notice when possible that such leave is required.

Norcliffe

Providing reasonable notice is given, the Employer will not arbitrarily withhold leave of absence to employees to attend Union business. Not more ~~than~~ one (1) employee shall be on such leave of absence at any time. The aggregate total

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

Stoney Creek

Leaves of absence, without pay, and without loss of seniority shall be granted upon delivery of two (2) weeks written notice to the Employer by such employees elected or appointed by the Union to represent the Union at Union functions and, provided that such leave of absence shall not involve more than one scheduled employee at each occasion. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

Yorkview

Leave of absence for Union business shall be given without pay, provided adequate notice is given to the Home, and provided another employee will fill in. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

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

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

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

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

d) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) 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 EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

11.03 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.
- (c) Marnwood

Professional leave with pay will be granted to employees who are elected to the College of Nurses of Ontario to attend the 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 of** which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- b) When a death occurs in the immediate family of **an** employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral provided that the employee must be regularly scheduled to work such days to receive pay.

- c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- d) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday **pay**, vacation pay or sick **pay**.
- e) Where it is necessary, because of distance, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.05 Pregnancy and Parental Leave

Oakville/Townsville

(A) Pregnancy Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the Employment Standards Act as amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four **(4)** weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement, who has completed thirteen **(13)** weeks of continuous service **and** has applied **for** and is in receipt of Unemployment Insurance pregnancy/parenting benefits pursuant to Sections 18 **and** 20 **of** the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits **and any** other earnings. Such payment shall commence following receipt by the Home

of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy/Parenting Benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of twenty-five (25) 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.

(B) Parental Leave

- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) 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.
- (c) The employee shall give the Employer two (2) weeks written notice of the date the leave **is** to begin. 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.
- (d) For the purposes of parental leave, the provisions under **A** (a), (c) and (d) shall also apply.

BrantwoodPregnancy Leave

- (a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service.
- (c) 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.
- (d) 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 Nursing Home at least two (2) 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.
- (e) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Nursing Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy/parental leave as provided for under this Agreement who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 18 and 20 of the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits **and** any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Nursing Home of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) 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.

NOTE: The eligibility requirement for the **SUB** Plan shall be thirteen (13) weeks.

Parental Leave

- a) An employee who becomes a parent of a child is eligible to take a Parental Leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- b) The employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (c) For the purposes of Parental Leave, the provisions under Pregnancy Leave (b) and (e) shall also apply.

Marnwood

Pregnancy Leave

Maternity or adoption leave with pay shall be granted pursuant to the Employment Standards Act subject to the following conditions:

- (a) An employee shall be entitled to twenty-five (25) weeks paid leave provided she requests such leave two (2) weeks in advance of the expected date of commencing leave. The Employer shall pay the first two (2) weeks of leave at seventy-five percent (75%) of the current rate. The twenty-five (25) week entitlement under U.I. shall be topped by the Employer so that the employee receives seventy-five percent (75%) of her current earnings.
- (b) The employee shall give at least two (2) weeks notice of her intention to return to work, however her leave shall not end before the expiration of six (6) weeks following the actual delivery date unless other arrangements are made with the Employer.
- (c) Additional leave without pay up to a maximum total of twelve (12) months shall be granted provided the employee makes such request in advance.
- (d) On return to work the employee shall be reinstated to her former position including location and shift.
- (e) The Employer will continue to make her contributions towards subsidized Employee benefits in which the employee is participating and the employee's seniority, service and all other benefits will continue to accumulate.

MississaugaPregnancy Leave

Parental/pregnancy leave will be granted in accordance with the Employment Standards Act (E.S.A.) as amended from time to time and as follows:

- (i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
- (ii) The employee shall give written notification at least two **(2)** weeks in advance of the date of commencement of such leave and four **(4)** weeks notice of the expected date of return, **and** shall supply a certificate from a legally qualified medical practitioner stating the expected birth date. This requirement shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- (iii)
 - (a) The employee has the right to pregnancy leave of up to seventeen **(17)** weeks in total. **An** employee shall be allowed to commence her pregnancy leave at any time **up** to seventeen **(17)** weeks before the expected date of delivery.
 - (b) An employee who has been granted pregnancy leave is also entitled to a further eighteen (18) **weeks** of unpaid parental leave, to begin immediately upon completion of approved pregnancy leave. **At** least two **(2)** weeks' notice of an employee's intent to take such leave is required. Pregnancy leave and parental leave shall not exceed thirty-five (35) weeks in total.
 - (c) Other parents with at least thirteen **(13)** weeks service with the Employer may commence a parental leave of up to eighteen (18) weeks duration at any time up to thirty-five (35) weeks after the birth **of** the child **or** the coming into care control and custody of the child for the **first** time.
- (iv) Upon returning from the leave, 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.
- (v) An employee shall continue to accumulate seniority and service and shall participate in the following benefits: pension, life insurance, A.D. & D., E.H.C. and dental throughout pregnancy and parental leave provided she agrees to contribute her share of premiums, if any.

- (vi) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (vii) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment benefit (**SUB**) Plan, an employee who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Unemployment Insurance parental/pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (**75%**) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Home of the employee's Unemployment Insurance parental/pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) weeks. For clarification, fifteen (15) weeks is for pregnancy leave and ten (10) weeks is for parental leave. 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.

Clarity note: In awarding the leave entitlement in Article (iii) above, the Board does not intend to limit the right of the employee to request, or the right of the Employer in its discretion to grant, additional unpaid leave for the purposes of this Article.

Norcliffe

- (a) Pregnancy Leave
 - (i) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
 - (ii) The employee shall give writing notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

- (iii) 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 Nursing Home at least two (2) weeks in advance thereof. The employee shall be reinstated to her form position unless the position has been discontinued in which case she shall be given a comparable job.
- (iv) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Nursing Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided for under this Agreement who is in receipt of Unemployment Insurance Pregnancy/Parental Benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Nursing Home of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) 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.

(b) Parental Leave

- (i) An employee who becomes a parent of a child is eligible to take a Parental Leave in accordance with the provisions of the employment Standards Act, except where amended by this provision.
- (ii) The employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (iii) If the employee wishes a further leave of absence, she must make application under **Article 11.01**.
- (iv) Article 11.05 (a) (iv) is applicable for Parental Leave.

Stoney Creek/YorkviewPregnancy Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Effective upon confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement, who has completed thirteen (13) weeks of continuous service and has applied for and is in receipt of Unemployment Insurance Pregnancy/Parenting Benefits pursuant to Sections 18 and 20 of the Unemployment Insurance Act, 1971, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-fivepercent (75%) of her regular weekly earnings **and** the sum of her weekly rate of Unemployment Insurance Benefits **and** any other earnings. Such payment shall commence following receipt by the Home of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy/Parenting Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (25) 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.

Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) 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.
- (c) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. 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.
- d) For the purposes of parental leave, the provisions Pregnancy Leave (a), (c) and (d) 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 months, whichever occurs first unless prohibited by legislation.
- g) It is understood that an employee who chooses to continue benefits under a), b) or f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.

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

ARTICLE 12 - PAID HOLIDAYS

(Provisions respecting entitlement to holiday pay are not applicable to part-time employees.)

12.01 Oakville/Townsville (12.01 to 12.06 inclusive)

Employees shall receive the following holidays with pay:

New Year's Day	Labour Day
3rd Monday in February	Thanksgiving Day
Easter Monday	Remembrance Day
Good Friday	Christmas Day (Dec. 25th)
Victoria Day	Boxing Day (Dec. 26th)
Canada Day (July 1st)	
Civic Holiday	

- 12.02 Holiday pay will be computed on the basis of the employee's regular rate for the number of hours she would have worked during her normal daily tour had there been no holiday.
- 12.03 Full-Time employees who are not scheduled to work on any **of** the foregoing holidays shall be given a day off with pay. A Full-Time employee required to work on any of the foregoing holidays shall be paid at one and one-half(1-1/2) 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.
- 12.04 When an employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02 subject to 12.03.

- 12.05 If any of the holidays above occur during her vacation period, the full-time employee shall receive an additional day off with pay at the request of the employee at a time mutually agreeable to the employee and the Home.
- 12.06 A tour that begins during the twenty-four (**24**) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.01 Brantwood (12.01 to 12.03 inclusive)
- (a) The following days shall be recognized **as** holidays and a Full-Time employee will be paid for such days at her basic straight time rate of pay:
- | | |
|---------------------------|------------------|
| New Year's Day | Easter Monday |
| Second Monday in February | Thanksgiving Day |
| Canada Day | Remembrance Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Civic Holiday | |
| Labour Day | |
- (b) To be eligible for the payment as noted in 12.01 (a), a Full-Time employee must have worked her last scheduled work day prior to such holiday, and the first scheduled work day succeeding such holiday, unless absent with permission of the Employer.
- (c) Statutory holiday shall be defined as where the majority of hours worked falls between midnight (2400 Hours) beginning the agreed recognized holiday and midnight (2400 Hours) of its termination.
- 12.02 Any Full-Time employee who works on any of the above holidays shall receive time and one-half (1½) her regular rate of pay and in addition will receive a lieu day off with pay for that holiday she worked. The Employer will pay for the lieu day **at** the Full-Time employee's basic straight time rate of pay.
- 12.03 The Lieu time off for a statutory holiday will be scheduled within one (1) month **of** the holiday unless it is mutually agreed between the Full-Time employee **and** the Employer that such lieu day be taken **at** another time.

12.01 Marnwood (12.01 to 12.07 inclusive)

Employees shall receive the following holidays with pay:

- | | |
|------------------------|--------------------------|
| • New Year's Day | Labour Day |
| 3rd Monday in February | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Wednesday of March Break |

12.02 Holiday pay will be computed on the basis of the employee's regular rate for the number of hours she would have worked during her normal daily tour had there been no holiday.

12.03 An employee who is required to work on any of the foregoing holidays shall be paid at the rate of two and one half (2 ½) times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off without pay, that is mutually agreeable to the employee and the Home and which shall be taken within the next two scheduling periods following the paid holiday.

In order to qualify for holiday pay an employee must work her scheduled shift immediately prior to and after the holiday. The requirement to work the shifts preceding and following the holiday may be relaxed if the employee is absent due to illness or approved leave of absence.

12.04 When an employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02.

12.05 If any of the holidays above occur on an employee's regular day off **or** during her vacation period, the employee shall receive an additional day off with pay **at** the request of the employee at a time mutually agreeable to the employee and the home.

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

12.07 The Employer will endeavour to arrange the paid holidays to be divided equitably **among** the employees in the Home.

12.01 Mississauga (12.01 to 12.06 inclusive)

Employees shall receive the following holidays with pay:

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

12.02 Holiday pay will be computed on the basis of the employee's regular rate for the number of hours she would have worked during her normal daily tour had there been no holiday.

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

12.03 Full-time employees who are not required to work on any of the foregoing holidays shall be given a day off with pay. A full-time employee required to work on any of the foregoing holidays shall be paid at one and one-half (1½) 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.

12.04 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 leave of absence.

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

12.06 **An** employee may accumulate lieu days which may be taken 30 days prior to or 30 days following the holiday at her request singly or consecutively or added to her vacation.

12.01 Norcliffe (12.01 to 12.05 inclusive)

- (a) Subject to Article 12.01 (b) and (c), all employees shall receive the following holidays with pay:

New Year's Day - January 1st	Labour Day
2nd Monday in February	Remembrance Day
Thanksgiving Day	Good Friday
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day - July 1st	Civic Holiday

- (b) In order to qualify for any of the above holidays, an employee must work her scheduled **work** day immediately preceding and work her scheduled work day immediately following the holiday unless the absence is due to an authorized leave of absence.

12.02 When a Full-Time employee works on a holiday she shall receive premium pay at the rate of time and one-half (1-1/2) her straight time hourly rate for the first eight (8) hours worked. In addition the employee may select either:

- (i) an additional day's pay for the holiday; or,
- (ii) an additional day off with **pay**, to be schedule within one month **of** the holiday unless it is mutually agreed between the employee and the Employer that such lieu day be taken at another time.

Pay in (i) and (ii) above shall be computed on the basis of the employee's straight time hourly rate for eight (8) hours.

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

12.04 When a holiday falls within an employee's vacation period, it shall be added to the end of her vacation.

12.05 When an employee works on a holiday or when a holiday falls on a scheduled day off, the Employer will endeavour to schedule compensating time off concurrently with scheduled weekends off, vacation, or at a mutually agreeable time, provided that other scheduling requirements allow that to be done.

12.01 Stoney Creek (12.01 to 12.07 inclusive)

The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Second Monday in February

and any other day proclaimed as a legal holiday by the Government of Canada or Ontario.

- 12.02 Holiday pay will be computed on the basis of the employee's regular rate for the number of hours she would have worked during her normal daily tour had there been no holiday.
- 12.03 To qualify for a paid holiday set out in 12.01, an employee must work her scheduled shift immediately preceding and her scheduled shift immediately succeeding the holiday, unless excused because of illness or other reasonable excuse.
- 12.04 An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1-1/2) of the employee's regular rate for work performed on such holiday, in addition to the employee's regular pay.
- 12.05 If one of the paid holidays occurs during an employee's vacation or on an employee's regular day off, the employee will be credited with an additional day off with pay, which may be taken at a mutually agreeable time.
- 12.06 When an employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02, providing she has worked on eight (8) of the twenty-eight (28) days immediately preceding the holiday; or is excused in accordance with Article 12.03.
- 12.07 When the majority of hours worked falls within the holiday, all hours worked shall be deemed to be work performed on the holiday for the full period of the tour.

For the purpose of clarity, the paid holiday shall be the twenty-four (24) hour period beginning with the shift commencing at 2359 hours on the evening preceding the paid holiday.

12.01 Yorkview (12.01 to 12.06 inclusive)

The following holidays shall be granted to all employees:

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

- 12.02 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 leave of absence as described in Article 11.08.
- 12.03 Full-time employees who are not required to work on any of the foregoing holidays shall be given a day off with pay. A full-time employee required to work on any of the foregoing holidays shall be paid at one and one-half (1½) 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.
- 12.04 When a holiday falls within a full-time employee's vacation period, or on a day off, she will be scheduled for a lieu day with pay at another time, which is mutually agreeable.
- 12.05 An employee who works the majority of hours on the holiday shall be paid at the premium rate.
- 12.06 An employee who qualifies for holiday pay will be eligible for one (1) day's holiday during any one (1) period of illness.

Applicable To All Homes

12.08 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.

ARTICLE 13 - VACATION

13.01 Oakville (13.01 to 13.04 inclusive)

All Full-Time employees shall be granted vacation with pay as follows:

- (a) Less than one (1) year of employment - 1.25 days per month of employment.
- (b) After one (1) year of employment - three (3) weeks.
- (c) After three (3) years of employment - four (4) weeks.
- (d) After fifteen (15) years of employment - five (5) weeks.

13.02 All Part-Time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of Full-Time employees:

- (a) three (3) week entitlement - 6%
- (b) four (4) week entitlement - 8%
- (c) five (5) week entitlement - 10%

Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.

Part-time employees shall receive vacation pay at the applicable percentage on each bi-weekly pay cheque. All vacation pay for part-time employees will be paid **out** on a bi-weekly basis, and calculated percentage of vacation amount added to regular pay cheques (autovac).

13.03 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form part **of** such employee's termination.

13.04 Scheduling

- (a) Where two or more employees apply for the same vacation period and the dispute can not be settled, seniority shall govern.
- (b) Vacation may commence on any day of the week.
- (c) Prior to leaving on vacation, employees shall be notified of the date **and** time on which to report for work following the vacation.
- (d) The weekend before and after the vacation shall be scheduled off, if mutually agreed.
- (e) Vacation may be taken at any time of the year except vacation will not normally be granted between December 15th and January 15th.

Employees shall arrange vacation with the Employer by filling out the vacation request form on an individual basis. The Employer shall reply in writing to the employee within two **(2)** weeks of such request. Such request shall not be unreasonable denied.

- (f) All vacation must be taken by May 31st of the year following the year in which it was earned.

13.01 Townsvew (13.01 to 13.04 inclusive)

All Full-Time employees shall be granted vacation with pay as follows:

- (a) Less ~~than~~ one (1) year of employment - 1.25 days per month of employment.
- (b) After one (1) year of employment - three (3) weeks.
- (c) After three (3) years of employment - four (4) weeks.
- (d) After fifteen (15) years of employment - five (5) weeks.

13.02 All Part-Time employees shall be entitled to vacation pay based **upon** the applicable percentage provided in accordance with the vacation entitlement **of** Full-Time employees:

- (a) three (3) week entitlement - 6%
- (b) four (4) week entitlement - 8%

- (c) five (5) week entitlement - 10%

Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.

Part-time employees shall receive vacation pay at the applicable percentage on each bi-weekly pay cheque.

- 13.03 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such employee's termination.

13.04 Scheduling

- (a) Where two or more employees apply for the same vacation period and the dispute can not be settled, seniority shall govern.
- (b) Vacation may commence on any day of the week.
- (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.
- (d) The weekend before and after the vacation shall be scheduled off, if requested by the employee.
- (e) Vacation may be taken at any time of the year except vacation will not normally be granted between December 15th and January 15th. Employees shall arrange vacation with the Employer by filling out the vacation request form on an individual basis. The Employer shall reply in writing to the employee within two (2) weeks of such request. Such request shall not be unreasonable denied.

Registered Nurses shall be replaced **with** a Registered Nurse for vacation periods provided they are available.

- (f) All vacation requests must be in by March 31st of each year and all vacation must be taken by June 30th of the year following the year in which it was earned.

13.01 Brantwood (13.01 to 13.06 inclusive)

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

Employees will submit their written request for vacation not later than April 1st of any year. Vacation schedules shall be posted on May 1st of each year. Vacation shall be taken during the current calendar year.

13.02. All Full-Time employees shall be granted vacation with pay as follows:

- (a) An employee who has completed less than one (1) year of continuous service shall be entitled to a vacation with pay at her regular rate of 1.25 days for each completed month of service, not to exceed fifteen (15) working days;
- (b) Employees who have completed one (1) or more years of continuous service but less than three (3) years of continuous service shall receive an annual vacation of three (3) weeks with pay at her regular rate, not to exceed fifteen (15) working days;
- (c) Employees who have completed three (3) years or more continuous service within the current year shall be entitled to four (4) weeks vacation with pay and such shall not exceed twenty (20) days.
- (d) Employees who have completed fifteen (15) years or more of continuous service within the current year shall be entitled to five (5) weeks vacation with pay and such shall not exceed twenty-five (25) days.

13.03 An employee who leaves the employment of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation.

13.04 When a recognized holiday falls during her vacation, an employee shall be entitled to:

- (a) an additional day of vacation, or
- (b) an additional day's pay at her basic rate in lieu of the holiday.

13.05 All Part-Time employees shall be granted vacation on the following basis:

- (a) Less than three (3) years of employment - three (3) weeks at six percent (6%) of gross earnings as vacation pay.
- (b) Three (3) or more years of employment, but less than fifteen (15) years of employment, four (4) weeks vacation at eight percent (8%) of gross earnings as vacation pay.

- (c) Fifteen (15) or more years of employment, five **(5)** weeks vacation at ten percent (10%) of gross earnings as vacation pay.

13.06 For the purpose of vacation entitlement, service shall mean combined service in both the Full-Time **and** Part-Time category. Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid **equals** one year of service.

13.07 All vacation pay for part-time employees will be paid out on a bi-weekly basis, and calculated percentage of vacation amount added to regular pay (autovac).

13.01 Marnwood (13.01 to 13.04 inclusive)

All full-time employees shall be granted vacation with pay as follows:

- (a) Less than one (1) year of employment - 1.25 days per month of employment;
- (b) one (1) or more years, but less **than** two **(2)** years of employment - three (3) weeks;
- (c) in the third year of employment - four **(4)** weeks;
- (d) fifteen (15) or more years - five **(5)** weeks;

Those employees employed prior to October 9, 1990 shall continue to be entitled to their existing vacation entitlement in effect in the April 22, 1987-April 22, 1989 collective agreement.

NOTE: In prime time (July **and** August of each year) no more **than** two **(2)** weeks may be taken unless staffing permits.

13.02 All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees:

- (a) three (3) week entitlement - **6%**
- (b) four **(4)** week entitlement - **8%**
- (c) five (5) week entitlement - **10%**

Those employees employed prior to October 9, 1990 shall continue to be entitled to their existing vacation entitlement in effect in the April 22, 1987-April 22, 1989 collective agreement.

Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid **equals** one **year** of service.

All vacation pay for part-time employees will be paid out on a bi-weekly basis, and calculated percentage of vacation amount added to regular pay cheques (autovac).

NOTE: In prime time (July and August of each year) no more **than** two **(2)** weeks may be taken unless **staffing** permits.

13.03 When **an** employee's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such employee's termination.

13.04 Scheduling,

- (a) Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven **(7)** consecutive calendar days which include five **(5)** vacation days and two **(2)** days off.
- (d) Vacation may commence on any **day** of the **week**.
- (e) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.
- (f) The weekend before and after the vacation shall be scheduled off, if mutually agreed.
- (g) Vacation may be taken at **any** time of the year.

13.01 Mississauga (13.01 to 13.07 inclusive)

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

13.02 All full-time employees shall be granted vacation with pay as follows:

- (a) Less than one (1) year of employment - 1.25 **days** per month **of** employment.

- (b) One (1) year but less than 2 years - three (3) weeks.
- (c) In the third year of employment, four (4) weeks.
- (d) After fifteen (15) years or more - five (5) weeks.

13.03 All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees:

- (a) four (4) week entitlement - 8%
- (b) five (5) week entitlement - 10%
- (c) six (6) week entitlement - 12%
- (d) seven (7) week entitlement - 14%

Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.

All vacation pay for part-time employees will be paid out on a bi-weekly basis, and calculated percentage of vacation amount added to regular pay cheques (autovac).

- 13.04 (a) Employees shall arrange vacation ~~with~~ the Employer on ~~an~~ individual basis, at a mutually agreeable time. 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.
- (b) Employees shall request vacation by April 1st. The employee shall be notified of approved vacation by May 1st. No changes shall be allowed in the schedule except upon consent of the employees affected and the Employer.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.

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

13.06 Normally vacation will not be scheduled over the Christmas, New Years period however, applications with compelling reasons for this Home will be considered.

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

13.01 Norcliffe (13.01 to 13.10 inclusive)

- (a) All Full-Time employees shall receive an annual vacation (with pay as set down below) as follows:
- (i) Up to one (1) year - one and one quarter (1-1/4) working days for each month;
 - (ii) One (1) year and less than three (3) years - three (3) weeks;
 - (iii) Three (3) years and less than fifteen (15) years - four (4) weeks;
 - (iv) More than fifteen (15) years - five (5) weeks.
- (b) All vacation pay for part-time employees will be paid out on a bi-weekly basis, and calculated percentage of vacation amount added to regular pay cheques (autovac).

Vacation pay shall be based on the applicable percentage of gross earnings in the preceding year (described in Clause (d)) as follows:

- (i) Less than three (3) years of employment - six percent (6%);
 - (ii) Three (3) years or more of employment - eight percent (8%);
 - (iii) Seventeen (17) years or more of employment - ten percent (10%).
- (c) Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one (1) year of service.
- (d) Notwithstanding Articles 13.01 (a) and (b), the Director of Nursing shall receive four (4) weeks annual vacation until such time as she has seventeen (17) years of service, at which time she shall receive five (5) weeks annual vacation.

13.02 Employees will not be allowed to take vacations in advance of accrued credits. No vacation credits shall be earned for any month in which the employee is absent without pay for more than ten (10) days in that month.

13.03 An employee may only accrue a maximum of twenty (20) days of vacation credits.

- 13.04 All vacation requests must be submitted to the Director of Nursing, in the prescribed form, at least six (6) weeks in advance of the vacation dates, save and except in extenuating circumstances.
- 13.05 Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- 13.06 An employee resigning or retiring her employment at any time in her vacation year, before she has had her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Payment shall be made on or before the last day of work.
- 13.07 Preference in the choice of vacation dates shall be determined in accordance with seniority.
- 13.08 Full-time employees are entitled to receive vacation pay prior to the start of their vacation leave provided a written request is received by the Employer at least two (2) weeks in advance of the date upon which the leave commences.
- 13.09 It is further understood that single vacation days may granted, providing these days are requested in writing at least six (6) weeks in advance of the vacation day.
- 13.10 Vacation lists shall be posted by March 1st and remain posted until March 31st in order to record their vacation preference. The list of approved vacation shall be posted by April 15th. During the months of July and August employees shall be granted seniority consideration for a period of two (2) weeks. Requests submitted after the deadline shall be dealt with on a first come first serve basis.
- 13.01 Stoney Creek (13.01 to 13.07 inclusive)

All full-time employees shall be granted vacation ~~with~~ pay as follows:

- (a) Less than one (1) year of employment - 1.25 days per month of employment;
- (b) one (1) or more years of continuous service - three (3) weeks;
- (c) three (3) or more years of continuous service - four (4) weeks;
- (d) fifteen (15) or more years of continuous service - five (5) weeks;

- (e) If an employee works or receives paid leave for less than fifteen hundred (1500) hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:
 - (i) three (3) week entitlement- 6%
 - (ii) four (4) week entitlement - 8%
 - (iii) five (5) week entitlement- 10%

13.02 **All** part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees:

- (a) three (3) week entitlement- 6%
- (b) four (4) week entitlement - 8%
- (c) five (5) week entitlement- 10%
- (d) Vacation pay shall be paid at the appropriate percentage of gross on each pay cheque.

Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.

- 13.03 (a) All vacation periods will be arranged by the Administrator or her designate with consideration being given to the employee's wishes on a seniority basis and the needs of the Nursing Home. Employees will indicate their preferred vacation choices in writing before March 31st of each year. **An** approved schedule will be posted by April 30th.
- (b) Employees who do not have their vacation request in by March 31st, shall nevertheless be able to bid for vacation in the remaining available time after the posting of April 30th.

13.04 Scheduling

- (a) The vacation year is a period between the employee's anniversary dates.
- (b) The Employer will endeavour to provide vacation weeks off inclusive of weekends at the start and at the end of the vacation period.

- (c) An employee shall be entitled to receive her vacation in an unbroken period for at least the first two (2) weeks, unless otherwise mutually agreed upon between the employee and the Employer.
 - (d) Vacation quotas shall only include members of this bargaining unit.
 - (e) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.
- 13.05 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such employee's termination.
- 13.06 Unused vacations may not be accumulated without prior approval in writing of the Administrator. Vacation pay shall be paid on the last pay day immediately preceding the vacation period to be taken by the employee, unless otherwise requested.
- 13.07 Employees going on vacation shall receive their vacation pay prior to the start of their vacation for the period of vacation being taken.
- 13.01 Yorkview (13.01 to 13.08 inclusive)
- (a) For the purpose of calculating eligibility, the vacation year shall be from July 1st to June 30th of the following year.
 - (b) Employees who have not completed one year of service as of the June 30 cut-off date will be granted one and one-quarter days vacation for each month of service. Vacation pay for such employees will be six percent (6%) of gross earnings during the vacation year.
 - (c) Employees with one year of service on or before June 30th of the current year shall receive fifteen days vacation. Pay for such employees will be six percent (6%) of the gross earnings for the vacation year.
 - (d) Employees with three (3) years service on or before June 30 in any year shall receive twenty (20) days vacation. Vacation pay for such employees shall be eight percent (8%) of the gross earnings for the vacation year.
 - (e) Employees with fifteen (15) years service on or before June 30 in any year shall receive twenty-five (25) days vacation. Vacation pay for such employees shall be ten percent (10%) of the gross earnings in the vacation year.

13.02 For the purposes of this section, the number of day's 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. Part-time employees shall receive vacation entitlement on the basis of 1500 hours paid equals one year of service.

All vacation pay for part-time employees will be paid out on a bi-weekly basis, and calculated percentage of vacation amount added to regular pay cheques (autovac).

13.03 (a) Vacations are not cumulative from year to year and all vacations must be taken by June 30th of the year following.

(b) Vacations are not cumulative from year to year. Employees may not waive a vacation and draw double pay.

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

13.05 An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her date of separation.

13.06 Scheduling

Vacation requests shall be submitted by March 31st. Approved vacation schedules shall be posted no later than May 1st. This shall not prevent employees from arranging vacations with the Home on an individual basis. Where more employees request the same period of vacation than schedules permit, then seniority shall be the deciding factor, and when possible, employees' requests to switch vacation entitlement amongst themselves shall not be unreasonably denied.

13.07 Vacation Pay Advances

On written request to the Administrator, at least four (4) weeks prior to the starting date of an employee's vacation period, the advance vacation pay may be obtained on a separate cheque, at least one (1) week prior to the start of said vacation.

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

Applicable To All Homes

13.11 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.

ARTICLE 14 - SICK LEAVE & LTD

14.01 Oakville

All Full-Time employees shall be credited with eight (8) sick days per year non accumulating.

NOTE: The eight (8) days are not prorated for 1993.

The Employer shall assume total responsibility for providing **and** funding a Short-Term Disability (STD) Insurance Plan for all Full-Time employees to provide a maximum of seventeen (17) weeks of benefits per disability at sixty-six and two-thirds percent (**66-2/3 %**) of the employee's gross earnings.

The benefit commencement shall be the first day of illness or **injury** requiring hospitalization and fifth day of disability due to illness not requiring hospitalization.

All employees **with** accumulated sick days under the previous sick leave plan shall have those sick leave credits frozen. The sick leave credits may be used by the employee to top-up short term disability.

14.01 Townsvie

All Full-Time employees shall be credited with fourteen (14) sick days per year non accumulating.

NOTE: The fourteen (14) days are not prorated for 1996.

The Employer shall assume total responsibility for providing and funding a Short-Term Disability (STD) Insurance Plan for all Full-Time employees to provide a maximum of seventeen (17) weeks of benefits **per** disability at sixty-six and two-thirds percent (66-2/3 %) of the employee's gross earnings.

The benefit commencement shall be the first day of illness or injury requiring hospitalization and ~~five~~ day of disability due to illness not requiring hospitalization.

All employees with accumulated sick days under the previous sick leave plan shall have those sick leave credits frozen. The sick leave credits may be used by the employee to top-up short term disability.

14.01 Brantwood (14.01 to 14.07 inclusive)

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

- 14.02 (a) Employees will be credited with eight (8) days of sick leave per year non-accumulating to be used for short term illnesses.

NOTE: The sick leave days for 1993 are not to be prorated.

- (b) (i) The Employer agrees to pay one hundred percent (100%) of the premium for a short term disability insurance for Full-Time employees who qualify under the terms of the plan and who subscribe to the plan through the Payroll Department.
- (ii) The short term disability insurance is a 1-1-5 Plan (employees receive sixty-six and two-thirds (66-2/3) salary) for a period of seventeen (17) weeks per disability.

- 14.03 Payment of sick leave credits will commence on the first day of illness.

14.04 Payment of all sick leave credits shall be at the employee's basic straight time rate of pay and the same shall be deducted from the employee's accumulated sick leave credits.

14.05 Upon request the employee shall provide the Employer with proof of illness.

14.06-Effective March 1, 1993, the previous accumulating sick leave plan credits shall be frozen. Employees are entitled to use these credits to top **up** short term disability.

A record of all unused frozen sick leave credits will be posted annually.

14.07 **An** employee will receive a full day's pay when she fails to complete her scheduled tour due to illness or accident, provided that she has completed one-half (½) of her tour on the date of the illness or accident. No deduction shall be made **from** any illness allowance credit **bank** she may have.

14.01 Marnwood (14.01 to 14.03 inclusive)

The Employer shall assume total responsibility for providing and funding a short-term disability (STD) insurance plan for all full-time employees as set out in this Article and below.

Short Term Disability

Benefit Amount - 66 2/3% of your weekly earnings.

Benefit Commencement: - 1st calendar day for disability due to **an** accident (other **than** an occupational accident covered by Workers' Compensation).

- **5th** calendar day of disability due to illness.

NOTE: A physician's certificate is required with every claim.

Maximum Duration: - 17 weeks per disability.

14.02 **All** full-time employees are covered from date **of** hire for up to seventeen (17) weeks. The full benefit period will be reinstated after **an** employee **has** returned to work for **at** least two (**2**) weeks, or if the subsequent illness is due to **an** unrelated illness. If the employee returns to work and within the two (**2**) week period her disability recurs, the remainder of the seventeen (**17**) week benefit period will apply.

- 14.03 All full-time employees will receive eight (8) sick days per year non-accumulating. The present sick leave credits that have been accumulated until March 1, 1993 will be frozen and are allowed to be used to top up the STD benefit.

14.01 Mississauga

All full-time employees, will be covered by an Employer funded short term disability insurance plan from their date of hire. This plan will entitle them to up to seventeen (17) weeks per disability of paid sick leave at 2/3 of their regular pay. The benefit will commence on the first (1st) day of accident or illness requiring hospital, or on the fifth (5th) day of illness otherwise.

Full-time employees shall be given an accounting of illness allowance credits in their favour as of the date of this Award and may apply their remaining credits against days of illness not covered by the insured plan and to top up the insured benefit to 100 percent of their regular pay until they shall have exhausted such credits. There shall be no further accumulation of such credits, and they are not to be cashed out.

Employees will be entitled to eight (8) days per year non-accumulating sick time.

14.01 Norcliffe (14.01 to 14.05 inclusive)

Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under The Worker's Compensation Act.

- 14.02 All Full-Time employees shall be credited with eight (8) sick days per year non-accumulating.

NOTE: The eight (8) days are not prorated for 1993.

- 14.03 The Employer shall assume total responsibility for providing and funding a Short-Term Disability (STD) Insurance Plan for all Full-Time employees to provide a maximum of seventeen (17) weeks of benefits per disability at sixty-six and two-thirds percent (66-2/3%) of the employee's gross earnings.

The benefit commencement shall be the first day of illness or injury requiring hospitalization and fifth day of disability due to illness not requiring hospitalization.

All employees with accumulated sick days under the previous sick leave plan shall have those sick leave credits frozen. The sick leave credits may be used by the employee to top-up short term disability.

14.04 -- Payment for Unused Sick Leave on Resignation or Retirement

- (a) Where a Full-Time employee, having more than three (3) consecutive years of Full-Time service, ceases to be employed by the Employer for reasons of resignation or retirement, there shall be paid to her, or in the case of death to her designated beneficiary, or estate, an amount equal to half her accumulated sick leave credits computed on the salary rate in force at the time of resignation or retirement, such payment not to exceed three months's salary.

NOTE: Article 14.03 AND 14.04 will only apply to employees in the employ of the Employer as of the date of signing of the Collective Agreement.

- (b) At the employee's written request, the payment noted in (a) above shall be:
- (i) a lump sum payment at the time of resignation or retirement, or
 - (ii) held over either partially or entirely to the taxation year next following the resignation or retirement.

14.05 An employee may be required after three (3) days at the discretion of the Employer to produce a certificate from a duly qualified medical practitioner certifying that the employee is (or was) unable to carry out her duties due to sickness.

14.01 Stoney Creek (14.01 & 14.02)

Employees will be credited with eight (8) days sick leave each year to be used for short-term illnesses.

NOTE: The sick leave days are not to be prorated for the 1993 year.

Sick leave credits not used during the calendar year cannot be carried forward to the next year.

14.02 (a) The Employer agrees to pay one hundred percent (100%) of the premium for weekly indemnity insurance for full-time employees who qualify under the terms of the plan, and who subscribe to the plan through the Payroll Department.

- (b) The weekly indemnity insurance is a 1-1-5 Plan (employees receive two-thirds (2/3) salary) for a period of seventeen (17) weeks per disability; coverage to be as per the plan presently constituted through Canada Life; save and except that pregnancy related illnesses shall be covered.

14.01 Yorkview (14.01 to 14.03 inclusive)

Sick leave means a 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 Workers' Compensation Act. It is understood that the payment of income protection is for the sole and only purpose of protecting employees against loss of income during times of illness while employed by the Home.

All Full-Time employees shall be credited **with** eight (8) sick days per year non accumulating.

NOTE: The eight (8) days are not prorated for 1993.

The Employer shall assume total responsibility for providing and funding a Short-Term Disability (STD) Insurance Plan for all Full-Time employees to provide a maximum of seventeen (17) weeks of benefits per disability at sixty-six and two-thirds percent (66-2/3 %) of the employee's gross earnings.

The benefit commencement shall be the first day of illness or injury requiring hospitalization and fifth day of disability due to illness not requiring hospitalization.

All employees with accumulated sick days under the previous sick leave plan shall have those sick leave credits frozen. The sick leave credits may be used by the employee to top-up short term disability.

- 14.02 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 two (2) months after the signing of this Agreement and by January 30th of each year, the Home will notify the employee of the amount of unused sick leave standing to her credit.

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

14.08 Applicable to All Homes

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.

ARTICLE 15 - HOURS OF WORK & SCHEDULING

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (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 hours, exclusive of a one-half hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily tour, at a time designated by the Employer.
- 15.03 Employees required for reporting purposes shall remain at work for a period of **up** to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 15.04 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by 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 7.5 hour tour rather **than** the actual hours worked.

15.06 Split ShiftsOakville/Townsvew/Marnwood/Mississauga/Stoney Creek

...There shall be no split tours.

Brantwood

The Employer will attempt to keep split days off to a minimum.

Yorkview

No split shifts.

15.07 Time off between periods of workOakville/Townsvew/Marnwood

There shall be a minimum of sixteen (16) hours between tour changes unless mutually agreed otherwise.

Brantwood

When scheduling normal shift rotation changes there shall be 15.5 hours between the finish and start of such changes unless mutually agreed **upon** by the employee and the Employer.

Mississauga

There shall be a minimum of sixteen (16) hours between scheduled tour changes unless mutually agreed to by the employee and the Employer.

Stoney Creek

At least two **(2)** consecutive shifts off shall be scheduled between shifts, **and** at least forty-eight **(48)** hours time shall be scheduled **off** following night **duty**. A shorter period of time between changes of shift may be agreed upon by mutual consent.

15.08 Permanent ShiftsOakville/Townsvie

(a) Employees designated as Full-Time shall work two (2) shifts out of three (3) or in cases of emergency with personal notice to the employee.

(b) Oakville

No employee shall be transferred to another shift without her consent, such consent not being unreasonably withheld.

(c) Townsvie

Permanent shifts shall be maintained for all currently employed employees as of February 27, 1996 except in emergency situations. An employee may be required to transfer to another shift for a specific period of time that is mutually agreed between the employer, the employee and the local with 2 weeks advance notice to anyone displaced for the purposes of orientation, inservice or performance appraisals.

Employees may be required to transfer to another floor at the employers request provide the employer meets with the local and the ERO to discuss reasons, which are neither unreasonably nor arbitrary, for the transfer. The affected employees shall be given 2 weeks advance notice of the transfer except in an emergency situation.

Marnwood

(a) Employees designated as full-time shall work two shifts out of three.

(b) No employee shall be transferred to another shift without her consent, such consent not being unreasonably withheld.

Mississauga

Employees currently working permanent shifts will continue to do so.

Norcliffe

The Employer agrees not to change the tours of **duty** for presently employed employees working on permanent tours except by mutual agreement. (Part-time)

Stoney Creek

Employees presently on staff shall not be scheduled to work shifts which they would not otherwise normally be scheduled unless by mutual agreement.

Yorkview

- (a) Employees hired after June 1, 1989 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.
- (b) Employees who were on **staff as** of December 31, 1985, on permanent shift, will not be rotated without their consent except for the purposes of instruction, emergencies or when regular employees on other shifts are not available.

15.09 First shift of dayOakville/Marnwood

The first shift of the day shall be the night tour.

Townsvew

The first shift of the **day shall be the day** tour.

Mississauga

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.

Yorkview

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 Advance Request of Days off

Mississauga

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

Norcliffe

The Employer will endeavour to accommodate requests by employees for specific days off **and** all requests for changes in the posted time schedule once the schedule has been posted.

Yorkview

Advance requests for specific days off shall be submitted to the Director of Nursing at least two (2) weeks in advance of the posted time.

15.11 Schedule Duration and Advance Posting

Oakville/Marnwood/Stoney Creek

Time schedules shall be posted four (4) weeks in advance.

Townsvie

A four week schedule shall be posted two (2) weeks' prior to the commencement of that schedule.

Brantwood

Six (6) week schedules of working hours will be posted at least two (2) weeks in advance of the **first day of** the schedule to which they apply.

Mississauga

Time schedules shall be posted six (6) weeks in advance.

Norcliffe

Work schedules shall be posted two (2) weeks in advance **and** shall cover a four (4) week period.

Yorkview

Schedules will be posted no less than two (2) weeks in advance for a six (6) week period.

15.12. Scheduled Days OffOakville/Townsvew/Marnwood

An employee shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the employee and the Employer.

Brantwood

No employee shall be normally scheduled to work more than seven (7) consecutive days in a row.

Mississauga

An employee shall not be required to work more than seven (7) consecutive days unless mutually agreed.

Norcliffe

Two (2) consecutive days off will be scheduled during each work week, and not more than five (5) consecutive days of work without days off shall be scheduled. (Part-time only).

Stoney Creek

An employee shall not be required to work more than five (5) consecutive days unless mutually agreed to by the employee and the Employer.

Yorkview

Four (4) days off shall be scheduled during each two (2) week period, and schedules will provide for not more than five (5) consecutive days of work.

15.13 Oakville/Townsvew (15.13 - 15.15)

Skilled Employees will have the option of taking one (1) rest period of thirty (30) minutes per tour subject to the operations of the Home.

15.14 Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise or in cases of emergency with personal notice to the employee.

15.15 Employees shall not be scheduled or required to work in excess of normally schedule hours or days without her consent.

15.16 Brantwood

Employees will have the option of taking one (1) paid rest period of thirty (30) minutes per tour or of developing another flexible method of combining rest periods and the meal period.

15.17 Marnwood (15.17 to 15.18 inclusive)

Employees will have the option of taking one rest period of thirty (30) minutes per tour subject to the operations of the Home.

15.18 Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise.

15.19 Mississauga (15.19 to 15.21 inclusive)

Employees will have the option of taking one rest period of thirty (30) minutes per tour subject to the operations of the Home.

15.20 If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this Article the said request and the granting of such shall not be a violation of this Agreement.

15.21 The parties agree that the concept of job sharing can be mutually beneficial. Prior to entering into a job sharing arrangement, mutual agreement on the terms **and** conditions of that arrangement must be reached between the Home **and** the Union.

15.22 Norcliffe

Employees on evening and night tour will have the option of **taking** one (1) rest period of thirty (30) minutes per tour.

15.23 Stoney Creek (15.23 to 15.26 inclusive)

Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise.

- 15.24 A system shall be established whereby part-time employees may indicate their preference for availability to work. It is understood and agreed that the Employer shall not arbitrarily schedule employees to work without consideration of their preference.
- 15.25 Furthermore, it is understood that those previously regularly scheduled part-time employees who wish to continue to do so shall be scheduled primarily over casual employees.
- 15.26 Employees will have the option of taking one (1) rest period of thirty (30) minutes per work day, subject to the operation of the Employer.
- 15.27 Yorkview (15.27 to 15.28 inclusive)
- Employees on evening and night tour will have the option of taking one (1) rest period of thirty (30) minutes per tour. The Employer will endeavour to grant employees currently on days the option of taking one (1) rest period of thirty (30) minutes per tour.
- 15.28 The parties agree that the concept of job sharing can be mutually beneficial. Prior to entering into a job sharing arrangement, mutual agreement on the terms and conditions of that arrangement, mutual agreement on the terms and conditions of that arrangement must be reached between the Home and the Union.

ARTICLE 16 - PREMIUM & OTHER PAYMENT

- 16.01 Overtime shall be paid for all hours worked over seven and one-half (7-1/2) 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 (1-1/2) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7-1/2) 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 Oakville/Townsville *note*

Where an employee is called in to work a regular shift within one (1) hour of this commencement of the shift and arrives within one (1) hour of the call then she shall be paid for a full tour provided **that** she works until the normal completion of the tour.

Brantwood/Yorkview

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.

Marnwood

Employees who are required to come in to work with less **than** one (1) hours' notice, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they **had** worked from the beginning of the tour.

Mississauga

Employees who are required to come in to work with less than two (2) hours notice, and who arrive for work within 2 hours of the call and after the tour has commenced shall be **paid** as though they had worked from the beginning of the tour.

Norcliffe

- (a) Where, with less **than** two (2) hours notice, an employee is called in to work and reports within an hour of the commencement of the tour, she shall receive full payment for the tour.
- (b) Where **an** employee is called in to work after a tour **has** begun, she shall be paid eight (8) consecutive hours for that tour, provided she works a **minimum** of four (4) hours.

Stoney Creek

Employees who are required to come in to work with less than two (2) hours notice, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.

16.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the employer shall be brought to the attention of the employee. Where less **than 24** hours' notice is given to the employee personally, the employee will be paid four (4) hours straight time wages. It is understood that call-ins or call-backs **are** not covered by this provision.

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

16.07 Shift premium

Oakville/Townsvew/Norcliffe

An employee shall be paid a shift premium of **fifty** cents (\$0.50) per hour for each hour worked on tours initiated between 3:00p.m. and 7:00a.m.

Brantwood

An employee shall be paid a **shift** premium of **fifty** cents (\$0.50) per hour for each hour worked between the hours **of** 1500 of one day and 0700 hours of the next. Shift premium will not form part of the employee's straight time hourly rate.

Marnwood

An employee shall be paid a shift premium of **fifty** cents (50¢) per hour for each hour worked on the evening and night tours in addition to her regular rate of pay.

Mississauga

A shift premium will be increased to 50¢ per hour for each evening and night tour.

Stoney Creek

An employee shall be paid a shift premium of Fifty Cents (\$0.50) per hour for each hour worked between fifteen hundred (1500) hours and seven hundred (0700) hours. Shift premium shall not form part of the employee's straight time hourly rate and shall not be used for the calculation **of** premium payment.

Yorkview

An employee shall receive shift differential for all evening and night shifts worked at the rate of **fifty** (50¢) cents per hour, in addition to her regular pay.

16.08 Call InBrantwood

When an employee has completed her tour **and** left the Home and is called into work within twenty-four (**24**) hours and reports for work, she shall be compensated at time and one-half (1-1/2) her straight time hourly rate with a minimum of four (**4**) hours pay at time and one-half (1-1/2).

Marnwood

An employee on call who comes in to work will be paid a minimum of four (**4**) hours at time and one half (1-1/2) her regular straight time hourly rate except where the four (**4**) hours **run** into normal start time, in which case the employee will only receive straight time hourly rate for hours worked.

Mississauga

When **an employee has** completed a **tour**, left the Home, **and** is called back to work within twenty-four (**24**) hours and reports for work then she shall be paid at the rate of time **and** one-half (1½) hours worked with a minimum guarantee of three (3) hours at time and one-half (1½), whichever is greater.

Stoney Creek

An employee who is called into work outside her regularly scheduled working hours shall receive time and one-half (1-1/2) her regular straight time rate for all hours worked **with** a minimum guarantee of four (**4**) hours pay at time **and** one-half (1-1/2) her regular straight time rate.

Yorkview

When an employee is requested to return to work for additional unscheduled shifts for whatever reason, she shall be paid at the rate of time and one-half (1½) hours worked with a minimum guarantee of three (3) hours at time and one-half (1½), whichever is greater. If the employee works the full tour, she shall be paid at her regular rate subject to normal overtime provisions.

16.09 Weekend Definition, EntitlementOakville/Townsvie

- (a) A weekend is defined as being fifty-six (56) hours **off** during the period following the completion of the Friday afternoon shift until the commencement of the Monday day shift, unless mutually agreed otherwise.
- (b) Employees shall be entitled to receive every second weekend **off**, unless mutually agreed otherwise.

NOTE: Townsvie Such agreement must be in writing.

If an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one half (1-1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled **off**, save and except where:

- (i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee;
- (ii) such employee has requested weekend work; or
- (iii) such weekend was worked as a result of an exchange with another employee.

Brantwood

Employees shall be entitled to receive every second weekend off, unless mutually agreed otherwise. **If** an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- (i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee;
- (ii) such employee has requested weekend work; or
- (iii) such weekend was worked as a result of an exchange with another employee.

Marnwood

- (a) A weekend is defined as being sixty-four (64) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift, unless mutually agreed otherwise.
- (b) Employees shall be entitled to receive every second weekend off, unless mutually agreed otherwise.

If an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one half (1-1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- (i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee;
- (ii) such employee has requested weekend work; or
- (iii) such weekend was worked as a result of an exchange with another employee.

Mississauga

- (a) A weekend is defined as being at least fifty-six (56) hours off during the period following the completion of the Friday shift for each employee.
- (b) Employees shall be entitled to receive every second weekend off, unless mutually agreed otherwise.

If an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee;
- (ii) such employee has requested weekend work; or
- (iii) such weekend was worked as a result of an exchange with another employee.

Norcliffe

- (a) Employees shall be entitled to receive every second weekend off, unless mutually agreed otherwise.

If an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend and subsequent weekends until a weekend **is** scheduled off, save and except where:

- (i) Such weekend has been worked by an employee to satisfy specific days off requested by such employee;
 - (ii) such employee has requested weekend work; or
 - (iii) such weekend was worked as a result of an exchange **with** another employee.
- (b) **An** employee shall only be scheduled to work one (1) weekend in three (3). (~~Part-time only~~)

Stoney Creek

- (a) A weekend is defined as being at least **fifty-six** (56) hours off.
- (b) Employees shall be entitled to receive every second weekend **off**.

If an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- (i) such weekend **has** been worked by an employee to satisfy specific days off requested by such employee;
- (ii) such employee has requested weekend work or;
- (iii) such weekend was worked as a result of an exchange with another employee.

Yorkview

- (a) For the purpose of this Agreement, weekends shall be defined as sixty-four (64) consecutive hours off duty.
- (b) Employees shall be entitled to receive every second weekend off.

If an employee is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend **and** subsequent weekends until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by **an** employee to satisfy specific days off requested by such employee;
- (ii) such employee has requested weekend work or;
- (iii) such weekend was worked as a result of an exchange with another employee.

16.10 If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the collective agreement (if any), she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend. Time **worked** on that weekend will not be considered when **determining** future such premium obligations.

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.

16.11 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.

16.12 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 75 hours bi-weekly.

16.13 Time off at New Years

Oakville/Townsvie

Employees shall receive four (4) or more consecutive days off at Christmas or New Year's. Christmas shall include ~~Christmas~~ Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve, New Year's Day. In order to accommodate time off scheduling regulations will be relaxed from December 15th to January 15th.

Brantwood

The Employer shall endeavour to schedule employees off duty for at least five (5) or more consecutive days at either Christmas or New Year's unless the employee requests otherwise. Time off at Christmas shall include Christmas Eve, Christmas **and Boxing** Day and time off at New Years shall include New Year's Eve and New Year's Day.

Marnwood

Employees shall receive four (4) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and **Boxing Day and** New Year's shall include New Year's Eve, New Year's Day.

Mississauga

Employees shall receive five (5) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and **Boxing** Day and New Year's shall include New Year's Eve, New Year's Day. In order to accommodate time off scheduling regulations will be waived from December 15th to January 15th.

Norcliffe

The Employer shall schedule each Full-Time employee three (3) or more consecutive days off at either Christmas or New Year's, and shall schedule each Part-Time employee five (5) or more consecutive days off at either Christmas or New Year's.

Stoney Creek

Each employee shall receive at least four (4) days off at Christmas or New Year's. Time off at Christmas shall include December 24, December 25 and December 26, and time off at New Year's shall include December 31 and January 1. Employees shall receive Christmas or New Year's on a rotational basis and may be allowed to exchange tours of **duty** if such change is deemed by the employer not to interfere with continuance of

efficient operation. An employee may waive her right to have time off at the Christmas or New Year's period, and to have time off scheduled at another mutually agreed to time.

Yorkview

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

16.14 Standby

Oakville/Townsvie

No employee in the bargaining unit will be assigned to be on standby. . . .

Marnwood

Employees who are on call shall receive four dollars (\$4.00) per hour for each hour of on call. On call pay will cease where an employee is called in to work and works during the period of on call.

ississauga York

No employee will be assigned to be on call.

Norcliffe

An employee who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of One Dollar and Fifty Cents (\$1.50) per hour for the period of standby assigned by the Employer. Standby pay shall, however, cease when an employee is called in to work under Article 16.04 above and works during the period of standby.

Stoney Creek

An employee who is required to remain available on standby duty outside her regular scheduled working hours shall receive standby pay in the amount of One Dollar and Fifty Cents (\$1.50) per hour for all hours scheduled. Standby pay shall cease where an employee is called into work and she shall be paid in accordance with 16.08.

16.15 Failure to receive sufficient time offOakville/Townsvew/Mississauga

- (a) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the employee time **and** one half (1-1/2) her regular straight time rate for the following tour **of** duty worked subject to 15.07.
- (b) If the employee is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one half (1-1/2) of all days scheduled in excess of seven (7) until **a** day off is scheduled.

Marnwood

- (a) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the employee time and one half her regular straight time rate for the following tour of duty worked.
- b) If the employee is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one half (1-1/2) of all days scheduled in excess of seven (7) until a day off is scheduled.

Stoney Creek

- (a) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the employee time and one-half (1-1/2) her regular straight time rate for the following tour of duty worked.
- (b) If the employee is scheduled to work in excess of five (5) consecutive **days**, she shall be paid time and-half (1-1/2) for all days scheduled in excess of seven (7) until a day off is scheduled.

16.16 Consent required, lieu time optionOakville/Townsvew/Marnwood

An employee shall have the option of selecting compensating time **off** at the appropriate premium rate in lieu of premium payment.

16.17 Oakville/Townsvie

Should an employee's lunch be interrupted and she is not able to complete her lunch period prior to the end of the shift she shall be paid for the work at the premium rate.

16.18 Brantwood

When **an** employee is unable to take the normal meal break due to the requirement of providing patient care, she shall be given the opportunity to **take** her meal break on completion of the patient care **task**. Failing this, such employee shall be paid time and one-half (1½) her regular straight time rate for all time worked in excess of her normal daily hours.

16.19 Brantwood

It is agreed that there will be no pyramiding, eg: once a worked hour is used for an overtime calculation it can not be used on any other basis for overtime calculation.

16.20 Marnwood

Should an employee be called to work during her unpaid meal period or should she be required to remain on the premises, she will be paid overtime premium rates.

16.21 Yorkview

There shall be no pyramiding of premium pay, overtime pay, etc. In no event shall there be any pyramiding of benefits or payments made.

ARTICLE 17 - BENEFITS17.01 OHIPOakville/Townsvie

The Employer agrees to pay one hundred percent (100%) of the Ontario Health tax for all eligible employees. The Employer agrees to provide for payment of any reimposition of OHIP type premiums.

Brantwood

The Employer agrees to pay one hundred percent (100%) of Ontario Health Insurance Plan, including Semi-Private coverage (billing premium). The Employer agrees to provide for payment of any reimposition of OHIP type premiums.

Marnwood

The Employer agrees to provide for payment of any reimposition of OHIP type premiums.

Mississauga

The Home agrees to pay one hundred percent (100%) of Ontario Health Care Tax for all eligible employees. The Employer agrees to provide for payment of any reimposition of OHIP type premiums.

Norcliffe

The Employer agrees to enrol each Full-Time employee in the following **and** pay one hundred percent (100%) of the billed premium Ontario Health Insurance Plan. The Employer agrees to provide for payment of any reimposition of OHIP type premiums.

Stoney Creek

The Employer agrees to pay the indicated percentage of the following plans for full-time employees who qualify under the terms of the plan and who subscribe to the said plan through payroll deductions an amount equal to one hundred percent (100%) **of** the family premium for O.H.I.P. coverage. The Employer agrees to provide for payment of any reimposition of OHIP type premiums.

Yorkview

The Home will pay one hundred percent (100%) of the billed rate of the OHIP premium for full-time employees. The Employer ~~agrees to~~ provide for payment of **any** reimposition of OHIP type premiums.

17.02 Life insuranceOakville/Townsvie

The Employer shall pay the full cost of a Group Life **Insurance** Plan for all Full-Time employees. The Plan will include the following benefit provisions:

- (i) Coverage equal to two times (2x) her **annual salary** rounded to the nearest Five Hundred Dollars (\$500.00)
- (ii) Accidental death and dismemberment in the same amount as the life insurance.
- (iii) An employee may elect to purchase additional voluntary insurance up to a total coverage of at least One Hundred Thousand Dollars (\$100,000.00).

Brantwood

The Employer agrees to pay 100% of Group Life Insurance - two (2) times her annual earnings taken to the nearest Five Hundred Dollars (\$500.00).

Marnwood

The Employer shall pay the full cost of a group life insurance plan for all full-time employees. The **plan** will include the following benefit provisions:

- (i) Coverage equal to twice (x 2) her annual rate of earnings.
- (ii) Accidental death and dismemberment in the ~~same~~ amount as the life insurance.
- (iii) **If** an employee becomes totally disabled before age sixty-five (65) years her life insurance will be continued, at no cost to the employee.
- (iv) On retirement, the employee's regular coverage **will** cease and coverage at not less ~~than~~ five thousand dollars (\$5,000.00) **will** commence-for-life, at no cost to the employee.
- (v) **An** employee may elect to purchase additional voluntary insurance up to a total coverage of at least one hundred thousand dollars (\$100,000.00).

Mississauga

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.

Norcliffe

The Employer agrees to pay the billed premium of a group life insurance plan for all Full-time employees in the amount of two (2) times the employee's annual salary, calculated to the nearest One Hundred Dollars (\$100.00).

Stoney Creek

The Employer agrees to pay the indicated percentage of the following plans for full-time employees who qualify under the terms of the plan and who subscribe to the said plan through payroll deductions:

- (a) one hundred percent (100%) of the premium for life insurance coverage, for an amount equal to two times (2x) the employee's salary to the nearest One Thousand Dollars (\$1,000.00).
- (b) An employee may elect to purchase at her expense additional voluntary insurance up to a total coverage of at least One Hundred Thousand Dollars (\$100,000.00).
- (c) one hundred percent (100%) of the premium for Accident Death and Dismemberment for an amount equal to two times (2x) the employee's salary to the nearest One Thousand Dollars (\$1,000.00).

Yorkview

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.

17.03 EHCOakville/Townsvew

The Employer will provide on a voluntary basis, a major medical no deductible, no Co-Insurance Plan which includes private hospitalization coverage. The Employer shall pay one hundred percent (100%) of the billed rate for Full-Time employees who participate in the Plan. This includes vision care to a maximum of One Hundred Dollars (\$100.00)

to each insured family member every twenty-four (24) months and hearing aid coverage to a maximum of Three Hundred Dollars (\$300.00) per employee every five (5) years.

Brantwood

The Employer agrees to contribute one hundred percent (100%) of the billed premiums toward the extended Health Care Plan, single/family premiums of such Plan, including drugs (10/20 deductible) for each employee not covered through some other member of the family. In addition to the standard benefits, will include hearing aids (maximum Three Hundred Dollars (\$300.00) per employee every five (5) years (maximum One Hundred Dollars (\$100.00) every twenty-four (24) months.

Marnwood

The Employer will provide on a voluntary basis, a major medical no deductible, no co-insurance plan which includes private hospitalization coverage. The Employer shall pay one hundred percent (100%) of the billed rate for full-time employees who participate in the plan. This includes vision care, with a benefit of one hundred dollars (\$100.00) per twenty-four (24) months. Hearing aid benefit is three hundred dollars (\$300.00) per employee every five (5) years.

The plan shall be at least equivalent to that provided by Blue Cross and no benefit already provided shall be reduced.

Mississauga

The Employer will offer on a voluntary basis, a major medical \$10/\$20 no co-insurance plan to full-time employees who are covered by this Agreement. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time employees who elect to participate in the plan. The plan includes semi-private and private hospital accommodation coverage. Hearing aid coverage of \$300.00 per employee, every five years; and vision care coverage of \$100.00 per family member, every twenty-four (24) months.

Norcliffe

- (a) The Employer agrees to contribute one hundred percent (100%) of the billed premiums toward coverage of Full-Time employees under the Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for Ten Dollars (\$10.00) (single) and Twenty Dollars (\$20.00) (family) deductible subject to the terms and conditions of such Plan and subject to the carrier's requirements as to minimum enrolment, provided the balance of the

monthly premium is paid by the employee through payroll deduction. In addition to the standard benefits, coverage will include vision care (maximum One Hundred Dollars (\$100.00) every twenty-four **(24)** months) **and** Three Hundred Dollars (\$300.00) per employee every five (5) years for hearing aid coverage.

- (b) The Employer agrees to contribute one hundred percent (100%) of the billed premiums for a Blue Cross Semi-Private Plan or comparable coverage with another carrier for all Full-Time employees subject to the terms **and** conditions of such Plan, provided the balance of ~~the~~ monthly premium is paid by the employee through payroll deduction.

Stoney Creek

The Employer agrees to pay the indicated percentage of the following plans for full-time employees who qualify under the terms of the plan and who subscribe to the said plan through payroll deductions.

One hundred percent (100%) of the premium for extended health care coverage as per the plan presently constituted through Canada Life, which has no deductible; provides private coverage; and drug coverage as per the plan.

In addition to the standard benefits, coverage will include vision care (~~maximum~~ One Hundred Dollars (\$100.00) every twenty-four **(24)** months) per person and hearing aids (maximum Three Hundred Dollars (\$300.00) per employee) every five **(5) years**.

Yorkview

The Employer agrees to offer on a voluntary basis, a major medical \$10/\$20 no co-insurance plan to full-time employees who are covered by this Agreement. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for full-time employees who participate in the plan.

The plan will include semi-private and private hospital accommodation coverage as well as hearing aid coverage of three hundred dollars (\$300.00) per employee every five years and vision care coverage of one hundred dollars (\$100.00) per family member every twenty- four months.

17.04 DentalOakville/Townsvew

The Employer shall provide a dental plan equivalent to Blue Cross Plan #9 with a current ODA Schedule, no deductible, no co-insurance, for which the Employer shall pay **fifty** percent (50%) of the billed premium.

Brantwood

The Employer shall provide a Dental Plan equivalent to Blue Cross #9 based upon the current O.D.A. Fee Schedule with the premium cost shared **fifty** (50%) percent paid by the Employer.

Marnwood

The Employer shall provide a dental plan equivalent to Blue Cross Plan #9 in the current ODA schedule, as amended, no deductible, no co-insurance for which the Employer shall pay **fifty** percent (50%) of the billed premium.

Mississauga

The Employer will pay seventy-five percent (75%) of the premium cost of a dental plan, equivalent to Blue Cross Plan #9, based on the current O.D.A. **fee schedule**, for eligible full-time employees who elect to participate in the plan.

Norcliffe

The Employer agrees to contribute **fifty** percent (50%) of the billed premiums toward coverage of Full-Time employees under the Blue Cross Dental Plan No. 9 or comparable coverage with another carrier (based on the current O.D.A. Fee Schedule **as** it may be update **from** time to time) subject to the terms and conditions of such Plan and subject to the carrier's requirements as to minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction.

Stoney Creek

The Employer agrees to pay the indicated percentage of the following plans for full-time employees who qualify under the terms of the plan and who subscribe to the said plan through payroll deductions.

Eighty percent (80%) of the premium for dental plan, equivalent to Blue Cross #9 based upon the current ODA fee schedule.

Yorkview

The Employer agrees to pay **fifty** percent (50%) of a Dental Plan (equivalent to Blue Cross Plan #9) based on the current O.D.A. fee schedule for eligible full-time employees who participate in the plan.

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

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

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 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.

17.08 Stoney Creek

The employee may maintain coverage by paying the Employer the filled premium the first of each **month**.

ARTICLE 18 - RETIREMENT INCOME PLAN

18.01 Oakville/Townsvew/Norcliffe

The Employer agrees to transfer all RRSP monies to the ONA Group RRSP (the present carrier being FINSCO) within one (1) **month** of date of ratification.

Current employees participating in Group RRSP will continue to participate.

Current employees not participating may agree to participate in the ONA Group RRSP.

Newly hired Full-Time employees must participate in the Group RRSP.

Newly hired Part-Time employees have the option of participating in the Group RRSP.

All contributions will be four percent (**4%**) and this amount will be matched by the Employer.

NOTE: Townsville Only - Bi-weekly remittance to the retirement income plan carrier.

18.01 Brantwood

The Employer agrees to transfer all R.R.S.P. monies to the ONA Group R.R.S.P. (the present carrier being FINSCO) within one (1) month of date of ratification (July 23, 1993).

- (a) Current employees participating in Group R.R.S.P. will continue to participate.
- (b) Current employees not participating may agree to participate in the ONA R.R.S.P.
- (c) Newly hired Full-Time employees must participate in the Group R.R.S.P.
- (d) Newly hired Part-Time employees have the option of participating in the Group R.R.S.P.
- (e) All contributions will be four percent (**4%**) of gross earnings and this amount will be matched by the Employer.

18.01 Marnwood

The parties agree to enter into the ONA Group RRSP Plan. Participation is voluntary for both full-time **and** part-time employees. Newly hired full-time employees must participate in the **group** RRSP.

The participating employee shall contribute four percent (**4%**) of her gross annual earnings by payroll deduction. The Employer will match this contribution.

18.01 Mississauga

Each full-time employee shall, and part-time employees may, establish an individually vested plan within the O.N.A. Group Registered Retirement Savings Plan. The Employer shall deduct four percent (**4%**) from the employee's gross earnings each pay period and remit it to the credit of the employee's individual plan, together with a matching Employer contribution of four percent (**4%**) of the employee's gross earnings in the pay period.

18.01 Stoney Creek/Yorkview

Each full-time and part-time employee may, establish an individually vested plan within the ONA Group Registered Retirement Savings Plan. The Employer shall deduct four percent (**4%**) from the employee's gross earnings each pay period and remit it to the credit of the employee's individual plan, together with a matching Employer contribution of four percent (**4%**) of the employee's gross earnings in the pay period.

Current employees participating in Group Registered Retirement Savings Plans will continue to participate. Current employees not participating may agree to participate in the ONA Group RRSP.

Newly hired full-time employees must participate in the ONA Group Registered Retirement Savings Plan. Newly hired part-time employees will have the option of participating in the ONA Group RRSP.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY19.01 Oakville/Townsvew/Marnwood

In the event that the Employer 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 Director of Care within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Union Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- (ii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Union Management Committee, the complaint shall be forwarded to the Independent Assessment Committee, composed of three (3) Registered Nurses; one (1) chosen by the Ontario Nurses' Association, and one (1) chosen by the Employer, and one (1) chosen by a panel of four (4) independent Registered Nurses who are well respected within the profession. The member of the committee chosen ~~from~~ the panel of independent Registered Nurses shall act as Chairperson,
 - (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what recommendations as are appropriate under the circumstances. The Assessment Committee shall report its recommendations in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee Chairpersons is attached to Schedule "B" and forms part of this agreement.
- 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.

19.01 Brantwood

- (a) (i) Complain in writing to the Union Management Committee within five (5) calendar days of the alleged improper assignment. The Chairperson Union Management Committee shall convene a meeting of the Committee within ten (10) calendar days of filing **of** the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (ii) Failing resolution of the complaint within five (5) calendar **days of** the meeting of the Union Management Committee, the complaint shall be forwarded to an independent Assessment composed **of** three (3) Registered Nurses; one (1) chosen by the Ontario Nurses' Association, one (1)

chosen by the Employer, and one (1) chosen from a panel of four (4) independent Registered Nurses who are well-respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as Chairperson.

- (iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) 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 decision in writing to the parties within fourteen (14) calendar days following completion of its hearing.
- (b) (i) The parties shall meet within fourteen (14) days of the release of this Award and select a panel of four (4) independent Registered Nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time limits stipulated the panel member next scheduled to sit will be appointed by the parties. If the parties are unable to agree upon the composition or rotation of the panel within sixty (60) days of the release of this Award, these matters shall be remitted to this Board Of Arbitration for determination.
- (ii) Each party will bear the cost of its own nominee and each 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.

19.01 Mississauga (19.01 & 19.02)

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) complain in writing to the Union Management Committee within **five (5)** calendar days of the alleged improper assignment. The Chairman **of the** Nursing Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (b) Failing resolution of the complaint within five (**5**) 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 Nurses; one (1) chosen by the Ontario Nurses' Association, and one (1) chosen by the Home, and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the independent registered nurses shall act as Chairperson.

- (c) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) 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~~ Union Management Committee within fourteen (14) calendar days following completion of its hearing and investigation.

- 19.02 (a) The parties shall select a panel of four (4) independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon 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.
- (b) Each party will bear the cost of its own nominee, and each 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.

19.01 Norcliffe

In the event that the Employer 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 may:

- (a) (i) Complain in writing to the Union Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Committee, the complaint shall be forwarded to an Assessment Committee; one (1) Representative chosen by the **Ontario** Nurses' Association, one (1) Representative chosen by the Employer, and one (1) chosen from a panel of Registered Nurses who are well respected within the profession and who shall act as Chairperson.

- (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary and make what recommendations it finds appropriate under the circumstances. The Assessment Committee shall report its recommendations in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee Chairpersons is attached as Appendix "B" and forms part of this Agreement. The members of the panel shall sit in a rotation agreed upon 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 included by the Assessment Committee in the performance of its responsibilities as set out herein.

19.01 Stoney Creek

In the event that the Employer 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 that is consistent with proper resident care, she or they shall:

- (a) (i) complain in writing to the Director of Resident Care within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Union Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (ii) Failing resolution of the complaint within ten (10) 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 nurses; one (1) chosen by the ~~Ontario~~ Nurses' Association, and one (1) chosen by the Employer, and one (1) chosen from a panel of three (3) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- (iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
- (b) (i) The list of Assessment Committee Chairperson is attached as Appendix "B" and forms part of this Agreement.

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, whatever other expenses are included by the Assessment Committee, in the performance of its responsibilities as set out herein.

19.01 Yorkview (19.01 & 19.02)

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 nursing care she or they shall:

- (a) Complain in writing to the Union Management Committee within five (5) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (b) Failing resolution of the complaint within five (**5**) 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 nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Home and one (1) chosen from a panel **of four (4)** independent registered nurses who are well respected within the profession. The member of the independent registered nurses shall act as Chairperson.
- (c) The Assessment Committee shall conduct a hearing into the **complaint** within fourteen (14) 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 Nursing Committee within fourteen (14) calendar days following completion of its hearing and investigation.

- 19.02 (a) The parties shall select a panel of four **(4)** independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon 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.
- (b) Each party will bear the cost of its own nominee, and each 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 IN SERVICE

- 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:
- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine **of** employees in the Home.
 - ii) The period of orientation/familiarization shall be for a minimum of three (3) days or such greater period that the Employer deems necessary.
 - iii) She shall be an additional employee to the usual staffing pattern.
 - iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.

- 20.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The **Union** supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- 20.05 When an employee is required by the Employer to prepare for 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 Brantwood

Employees recalled from layoff under Article 9.09 and employees whose probationary period has been extended under Article 9.01 may be provided **any** orientation determined necessary by the Employer. A request by such **an** employee for orientation shall not be unreasonably denied.

20.09 Marnwood

The inservice education program shall be based on the following principles:

- (a) It shall be based on the learning needs identified by employees and/or the Employer.
- (b) It shall be a planned program to update employees as to changes **in** procedures or practices.
- (c) Employees involved in the organizing, preparing **and** presenting inservice programs at the Home, shall be **paid** for all such hours involved, at their regular rate of pay as submitted by the employee.
- (d) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional

knowledge or skill on the part of the employees, such employees will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.

20.10 Stoney Creek

The inservice education program shall be based on the **following** principles:

- (a) It shall be based on the learning needs identified by the employees and the Employer.
- (b) It shall be a planned program to update employees as to changes in procedures or practices.
- (c) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the employees, such employees will be given the opportunity to study and practice to acquire any knowledge or skill necessary to *carry* out these responsibilities.

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 (a) The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ **an** employee beyond retirement age, if the Employer determines that the employee can satisfactorily perform the requirements of her classification.
- (b) If an employee becomes disabled with the result that she is unable to perform the regular functions of her position, the Employer may **determine** a special classification and salary, with the hope of providing an opportunity for continued employment.
- (c) Prior to any employee returning to work off **WSIB** on a **modified/light/alternate** work program, the Employer will notify and meet with members of the local

executive to consult on a back to work program for the worker. **Any** agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over **any** provision of this agreement in the event of a conflict.

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

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

21.05 Bulletin Boards

*Centennial
agreed* Oakville/Townsvie

The Employer shall provide a bulletin board for the sole use of the Union.

Brantwood

The Union shall have the opportunity of posting Union notices on the bulletin board of the Employer. Such notices **must** have the prior approval **of** the Administrator before being posted.

Marnwood

The Employer shall provide a bulletin board for the sole use of the Union in the first floor medication room.

Mississauga

The Employer shall provide a bulletin board for the sole use **of** the Union in the *staff* room.

Norcliffe

The Employer shall provide a bulletin board for the use of the Union.

Stoney Creek

The Union may utilize existing employee bulletin boards for the purpose of posting Union business to bring to the attention of the employees.

Yorkview

The Home will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Union business. The other matters will be approved by the Administrator.

21.06 Prior discussion of changesOakville/Townsvew/Marnwood

Prior to affecting any changes in the Employer's policies or rules, which would affect employees covered by this agreement, the Employer shall first discuss such proposed changes with the Bargaining Unit Representatives.

Brantwood

Prior to effecting any changes in rules or policies which affect employees covered by the Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

Mississauga/Stoney Creek

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

Norcliffe

Prior to effecting any changes in the Employer's policies or rules which affect Employees covered by this Agreement, the Employer shall discuss the changes with the Union.

21.07 Medical examinations and certificates

Oakville/Townsvew

Where a medical examination is required to comply with the statute, an employee may choose her personal physician.

Marnwood

- (a) Where a medical examination is required to comply with the statute, an employee may choose her personal physician.
- (b) If a second opinion is requested by the Employer, the parties may agree to choose from a selected list a mutually agreed physician.

Mississauga

Where a medical examination is require to comply with the statute (Nursing Homes Act), an employee may choose her personal physician.

21.08 Method and timing: of pay

Oakville/Townsvew/Marnwood

Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes in increment in a sealed envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

Mississauga

Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Pay cheques will normally be available on the Wednesday prior to pay day **for** those employees not working and for employees working evenings or nights on pay day. Employees leaving the employ of the Employer shall be paid all outstanding monies **as** above, in accordance with the collective agreement and the ESA on the **next** regularly scheduled pay date.

Norcliffe

Pay slips are to be issued every second Thursday for the previous two (2) weeks worked. The pay slips shall identify gross amount of pay, the amount and nature of **any** deductions **and** the net amount of pay.

Stoney Creek

Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums **and** changes in increment in a sealed envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled **pay** date.

"Regular day" will be defined as the 15th or 31st of each **month** unless those days fall on a weekend, in which case it will be a Friday.

Yorkview

Payday shall be every other Thursday, with a clarified itemized statement of all deductions, premiums and changes of increments. Employees leaving the employ of the Home shall be paid all outstanding monies not later **than** the following pay period. Employees will continue to be permitted to pick up their Pay cheques following night tour on Wednesday, provided that the cheques are available.

21.09 ParkingMarnwood

The Employer will not charge a fee for parking space. This in no way serves as a guarantee that on site parking space will be available.

Stoney Creek

The **Employer** will continue the current practice of providing parking at no charge.

Yorkview

The Home shall continue to provide parking for the employees without charge.

21.10 Stoney Creek (21.10 - 21.14 inclusive)

The Employer will provide adequate change room, washroom and lounge facilities.

Don't bring it up

21.11 The Employer shall install a gate at the nurses station to prevent access by confused residents.

21.12 The Employer will provide a separate telephone line for calls to be directed to the retirement home.

21.13 The Employer will install a fax machine at the nursing station.

21.14 The Employer will provide paper towel dispensers in all patient care areas.

21.15 Yorkview

An employee shall give a minimum of two (2) weeks' notice of termination of employment. The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice, except in cases of dismissal for cause or termination during the probation period. If by law a longer notice of termination must be given or a greater sum paid in lieu of notice, such longer notice must be provided or the greater sum paid.

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

Oakville/Townsvew/Yorkview

Claim for recent related clinical experience, **if** any, shall be made **in** writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall co-operate with the Home by providing verification **of** previous experience so **that** her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Home will credit a new employee with one (1) annual service increment for every

two (2) years of experience **up** to a maximum of the **salary** grid.

If a period of more than two (2) years has elapsed since the employee has occupied a Full-Time or a Part-Time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home.

Brantwood

The Employer will recognize an employee's previous recent and related nursing experience on the following basis:

One (1) increment level for each two (2) years of previous experience up to a maximum level of the salary grid.

If a period of more than two (2) years has elapsed since the employee has occupied a Full-Time or a Part-Time nursing position then the number of increments to be paid, if any, shall be at the discretion of the Home.

Marnwood

On hiring, employees shall receive recognition for relevant nursing experience on the basis that for each year of such experience, the employee will receive one (1) annual increment **up** to a maximum of the salary scale.

Mississauga

Claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall co-operate with the Home by providing verification of previous experience so that her recent related clinical experience may **be determined and** evaluated during her probationary period. Having established the recent related clinical experience, the Home will credit a new employee with one (1) annual service increment for every **two (2)** years of experience **up** to the **maximum** on the grid.

If a period of more **than** two (2) years **has** elapsed since the employee has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home. The Hospital may also give effect to part-time nursing experience in special circumstances.

Norcliffe

Employees shall receive recognition for relevant and recent **past** nursing experience as

one (1) annual increment for each two (2) years of experience, up to the maximum of the salary scale. If a period of more **than** two (2) years has elapsed since the employee has occupied a Full-Time or Part-Time nursing position, then the number of increment to be paid, if any, shall be at the discretion of the Home.

Stoney Creek

Any "new hires" shall receive recognition for relevant and recent past nursing experience on the basis that for each year of such experience, the employee will receive one (1) annual increment up to a **maximum** of Level 5 of the salary scale.

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 shift in addition to her regular rate of pay.

Townsvie

Those employees employed on or before January 1, 1992, shall be paid seven dollars and fifty cents (\$7.50) per shift when they qualify under the above provision.

Oakville/Townsvie

An employee assigned the responsibility of Building Supervisor shall be paid a responsibility differential of Eighty-Five Cents (\$0.85) per hour between the hours of 0700 to 0830 Monday to Friday.

Yorkvie

Those employees employed on or before January 1, 1992, shall be paid one dollar (\$1.00) per hour when they qualify under the above provision.

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

22.08 Mississauga

A Graduate Nurse shall be paid twenty-five cents (\$.25) per hour less **than** the Registered Nurse classification.

Norcliffe

Full-Time Graduate Nurses shall receive **Sixty** Dollars (\$60.00) per month less **than** the rate payable to a Full-Time Registered Nurse. Part-Time Graduate Nurses shall be paid Thirty-Five Cents (\$0.35) less per hour than the rate payable to a Part-Time Registered nurse.

Yorkvie

In the event of a promotion or demotion, or upon a graduate nurse being granted Registered Nurse status, the salary adjustments necessary upon the happening of such event shall be as of the date of occurrence or registration as the case may be.

22.09 Grad Nurse rate

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~~ the date of sitting the certification examination or the date of last hire, whichever **is** later.

22.10 Uniform Allowance**Stoney Creek**

An employee shall receive a uniform allowance of Forty Dollars (\$40.00) per annum to be paid on a calendar basis.

22.11 Stoney Creek

The Employer shall pay the costs of an academic course which **is** directly related to the employee's employ to a maximum of One hundred and Fifty Dollars (\$150.00). If an employee's application for approval is denied, the employee shall be given the reasons in writing. The approval shall not be unreasonably denied.

ARTICLE 23 - DURATION

23.01 This Agreement shall continue in effect until June 30, 1999 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.

SIGNED AT *Hamilton*, ONTARIO, THIS 16 DAY OF February

FOR THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

APPENDIX "A" - RATES OF PAY

Effective January 1, 1997:

**Applicable to All Homes - Full-time and Part-time
(except Yorkview - Part-time)**

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

Oakville (Assistant Director of Care)/Townsvie (Nurse Manager)

Start	18.60
1 Year	19.57
2 Years	21.03
3 Years	22.03
4 Years	22.57
5 Years	23.32
6 Years	23.83
7 Years	25.41
8 Years	25.87
9 Years	26.23

Mississauga (Assistant Director of Care)

Start	18.44
1 Year	19.40
2 Years	20.83
3 Years	21.83
4 Years	22.37
5 Years	23.11
6 Years	23.60
7 Years	25.20
8 Years	25.63
9 Years	25.99

Note: By initialling this note the central spokesperson acknowledge the parties are resolving some practical issues related to "rounding" by removing the monthly rates from the collective agreement. This resolution is premised on it being without prejudice to the **Union** should it conclude that there is a need for inclusion of monthly rates in the agreement, the parties will negotiate in good faith over the issue. In such negotiations or ultimate arbitration the Employers will not rely on the past practice or bargaining history and the issue shall be dealt **with** as if it were an issue in "a first collective agreement" round of bargaining.

Percentage in Lieu

Effective on the first full pay period following ratification (May 29, 1998), the twelve and one-half percent premium is given in lieu of all fringe benefits and holiday pay excluding vacations, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in-charge premium, responsibility allowance, overtime and salaries.

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

Part-time employees who work on a holiday shall receive time and one-half times (1-1/2x) pay for all hours worked on a holiday.

Where a relief or part-time employee participates in the Retirement Income Plan, the twelve and one-half percent (12.5%) shall change to eight and one-half percent (8.5%).

Yorkview (Part-time)

<u>Effective:</u>	<u>January 1, 1997</u> (inclusive of 10%)	<u>May 28, 1998</u> (inclusive of 8.5%)	<u>May 28, 1998</u> (inclusive of 12.5%)
Start	19.35	19.09	19.79
1 Year	20.35	20.07	20.81
2 Years	21.82	21.53	22.32
3 Years	22.90	22.59	23.42
4 Years	23.46	23.14	24.00
5 Years	24.24	23.91	24.80
6 Years	24.77	24.42	25.32
7 Years	26.43	26.07	27.03
8 Years	26.89	26.52	27.50
9 Years	27.26	26.90	27.89

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
Barrie, Ontario
L4M 3X9

Gail Ouellette
Director
Occupational Health & Employment Services
North York General Hospital
4001 Leslie Street
North York, Ontario
M2K 1E1
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 re 8.13 (b) Dispute Resolution

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

Letter of Understanding

between:

Ontario Nurses' Association

and

Royalcrest Lifecare

Re Mandate of the Benefits Committee

The parties agree to continue the Committee with its expanded mandate including any of the items covered by the Union proposals 8a, 8b and 8c of the Kaplan Round and any of the items covered by Employer proposals regarding Sick Leave, Health & Welfare, Pension **and** E.I. Rebate that were not already **part** of the Committee's mandate under the 1994-1995 Collective Agreement.

The "Kaplan" Mediation/Arbitration Board **shall** remain seized in the absence **of** a complete settlement on these issues **and** the award of the Board on any unresolved issues **together** with the agreement of the parties on the resolved issues shall be incorporated into the 1998-1999 Collective Agreement even though this agreement may already have been signed.

LETTER OF UNDERSTANDING**Re Education Reimbursement**

This letter is separate **and** apart from Article 11.03 of the collective agreement. Effective January 1, 1998 employees shall be entitled to receive reimbursement for employment related textbooks or course costs to March 31, 1999 on presentation of receipt(s) for payment to the Administrator or designate as follows:

Full-time employees*	u p to \$100.00
Regular Part-time employees*	Up to \$50.00
* on staff as of date of ratification (May 29, 1998)	

Any monies not claimed shall go into a pool and the Employer shall post a notice by April 15, 1999 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, 1999 on a first come first serve basis until the pool is exhausted.

Such payments shall be **tax** free if allowed by law.

LETTER OF UNDERSTANDING**Re Timing of Next Round**

The parties undertake and agree to initiate the next round in a timely fashion, establish a timetable for bargaining and dispute resolution which has **as an** achievable objective the target **of** concluding collective agreements on **or** before June 30, 1999.

LETTER OF UNDERSTANDING

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 1% and not any issue of 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

BRANTWOOD MANOR NURSING HOMES LTD.

AND

ONTARIO NURSES' ASSOCIATION

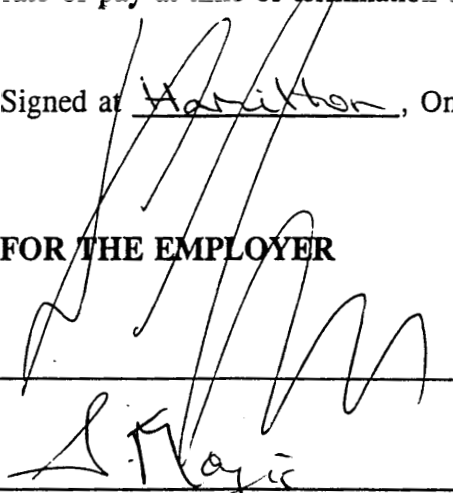
This Letter confirms the parties Agreement that Ms. Marie Walton, Full-Time employee shall be entitled to the following provision on termination of Full-Time employment or as the Clause provides:

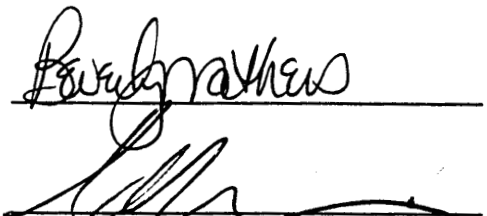
On termination for any reason, or on death, an employee with five (5) or more years of service is entitled to a cash payout equal to fifty percent (50%) of her unused sick leave credits at her rate of pay at time of termination or death up to a maximum of sixty (60) days pay.

Signed at Hamilton, Ontario this 16 day of Feb., ²⁰⁰⁰~~1999~~.

FOR THE EMPLOYER

FOR THE UNION





LETTER OF UNDERSTANDING

BETWEEN

ONTARIO **NURSES'** ASSOCIATION

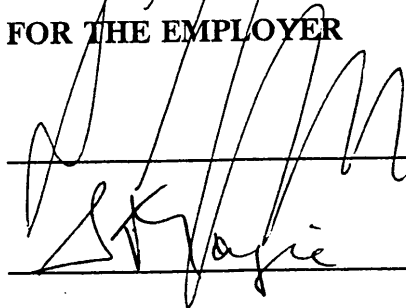
AND

ROYALCREST LIFECARE MISSISSAUGA

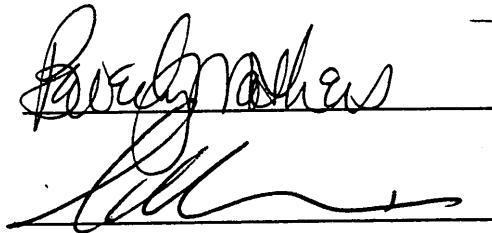
The Employer will ~~continue~~ its existing practise of providing parking at no charge during the life of this collective agreement.

Signed at Hamilton, Ontario this 16 day of Feb., ²⁰⁰⁰~~1999~~. *AM*

FOR THE EMPLOYER



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN

ONTARIO NURSES' ASSOCIATION**AND****TOWNSVIEW LIFECARE CENTRE**

Time-sharing is defined as two nurses who share the time worked by one Full-Time position and one Part-Time position. The nurses in such an arrangement shall be referred to as time-sharers or time-sharing partners. **Any** time-sharing arrangements shall be implemented as follows:

The schedules shall conform **with** the scheduling provisions of the Full-Time Collective Agreement (Article 15).

The division of hours over the schedule for each time-sharer shall be equal unless mutually agreed otherwise.

The time-sharer involved will have the right to determine which partner works on a scheduled paid holiday and time-sharers shall only be required to work the number of paid holidays that a Full-Time nurse would be required to work.

Each time-sharer may exchange shifts with her partner, as well as with other nurses **as** provided by the Collective Agreement.

Should one of the nurses in a time-sharing arrangement be absent due to illness or leave of absence, her partner will be offered the absent days first **up** to full time hours. Should the partner be unable to work, then the Home will replace the absent days by offering the work to the part-time bargaining unit nurses.

Time-sharers are not required to cover for their partner for vacation. Where the time-sharers agree to cover one another for vacation up to full time hours they will not be **part** of the vacation quota. Where the time-sharers **do** not agree to cover for one another, they will be **part** of the vacation quota.

Implementation

If a Full-Time vacancy occurs in which the parties have agreed to convert this Full-Time vacancy together **with** the Part-Time complement of this position to a time-shared arrangement then **the** position will be posted and awarded in accordance with the Collective Agreement.

If one of the time-sharers leaves the arrangement, her position will be posted. **If** there is no successful applicant to the position, the employer will then hire **from** outside the Home.

Discontinuation

The time-sharing arrangement may be discontinued at the request of one or the other time-sharer, or by the Employer because of adverse effects on resident care or other reasons which are neither unreasonable nor arbitrary.

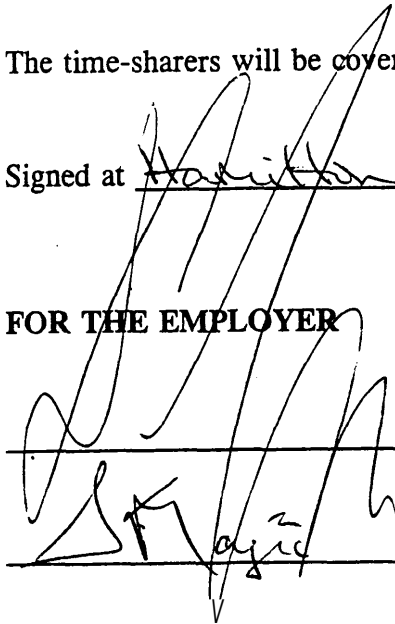
When notice of desire to terminate is given by either **party** in accordance with this agreement, then:

- (a) the parties shall meet within two (2) weeks of giving of notice to review the request for discontinuation; and
- (b) where it is determined that the time-sharing arrangement will be discontinued affected nurses shall be given sixty (60) days notice before schedules are amended.

The time-sharers will be covered by the Collective Agreement in all respects.

Signed at Hamilton, Ontario this 16 day of Feb, ²⁰⁰⁰~~1999~~.

FOR THE EMPLOYER



FOR THE UNION

