

COLLECTIVE AGREEMENT

Between:

Chelsey Park-Nursing Home (**Mississauga**)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home ✓

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

And:

ONTARIO NURSES' ASSOCIATION

Expiry Date: June **30, 2001**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – PURPOSE.....	.1
ARTICLE 2 - SCOPE AND DEFINITIONS..	.1
ARTICLE 3 - MANAGEMENT RIGHTS..	.3
ARTICLE 4 - NO DISCRIMINATION..	.3
ARTICLE 5 - NO STRIKES OR LOCKOUTS..	.4
ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES.....	4
ARTICLE 7 - UNION SECURITY.....	5
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE..	.6
ARTICLE 9 - SENIORITY & JOB SECURITY.....	.10
ARTICLE 10 - EMPLOYEE FILES.....	.15
ARTICLE 11 - LEAVES OF ABSENCE.....	15
ARTICLE 12 - PAID HOLIDAYS.....	.21
ARTICLE 13 – VACATION.....	22
ARTICLE 14 - DISABILITY INCOME PROTECTION PLAN.....	.25
ARTICLE 15 - HOURS OF WORK AND SCHEDULING.....	.27
ARTICLE 16 - PREMIUM AND OTHER PAYMENTS.....	.29
ARTICLE 17 - HEALTH AND WELFARE BENEFITS.....	.32
ARTICLE 18 - RETIREMENT INCOME PLAN.....	.34
ARTICLE 19 - PROFESSIONAL RESPONSIBILITY.....	.35
ARTICLE 20 - ORIENTATION AND INSERVICE.....	.36
ARTICLE 21 – MISCELLANEOUS.....	37
ARTICLE 22 – COMPENSATION.....	.39
ARTICLE 23 – DURATION.....	41
APPENDIX A.....	.43
RATES OF PAY.....	.43
APPENDIX B.....	46
LIST OF PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS.....	.46
APPENDIX C.....	.47
CHAIRPERSONS RE 8.13 (b) DISPUTE RESOLUTION.....	.47
LETTER OF UNDERSTANDING.....	.48
Re: Job Sharing.....	48
LETTER OF UNDERSTANDING.....	.49
Re: Shifts of Less Than Seven and One-half Hours.....	.49
LETTER OF UNDERSTANDING.....	.50
Re: Education Reimbursement.....	50
Re: Education Reimbursement.....	.51
Page two.....	51
LETTER OF UNDERSTANDING.....	.52
Re: Pay Equity.....	.52
LETTER OF UNDERSTANDING.....	.53
Re: Health & Safety Sub-committee.....	.53
LETTER OF UNDERSTANDING.....	54
Re: New Certifications.....	54
LETTER OF UNDERSTANDING.....	.56
Re: Joint Committee - Working Document.....	.56
LETTER OF UNDERSTANDING.....	.57
Re: Clawback of E.I. Benefits.....	57

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 AND DEFINITIONS

- 2.01 The Employer **recognizes** the Union as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at the Home save and except the Assistant Director of Resident Care and persons above the rank of Assistant Director of Resident Care.
- 2.02 (a) A “full-time employee” is an employee who normally works the full-time hours as defined in the Collective Agreement.
- (b) A “part-time employee” is an employee who works less than the full-time employee or an employee whose services are retained on a temporary basis for a **pre-determined** period.
- 2.03 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 Work of the Bargaining Unit
- (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- i) for purposes of instruction,
 - ii) in the event of an emergency situation,
 - iii) when performing development 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, layoff or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following an employee’s resignation, the Employer will provide the rationale in writing for this decision to the

Union. The Union may request a meeting to make representations on this matter.

2.05 Minimum Staffing

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

2.06 For the 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 Graduate Nurses

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.

A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

Any graduate nurse who so requests will be granted a reasonable period of time off without pay to study for College of Nurses examinations.

2.08 Definition of RN

A "registered nurse" shall mean a nurse who has been successful in the registration examination of the College of Nurses of Ontario.

2.09 All references to officers, representatives and committee members covered by this Agreement shall be deemed to mean **officers**, representatives and committee members of the duly chartered local.

2.10 The parties further agree that notwithstanding other provisions to the contrary, the figures for Cheltenham Nursing Home to be included in the "Staffing Letter" will be those in existence on December **31, 1998**.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.
- 3.02** The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

ARTICLE 4 - NO DISCRIMINATION

- 4.01** The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- 4.02** There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.
- 4.03** The Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act R.S.O. 1980, Chapter 228, as amended.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will **recognize** the following:
- (a) **Employee Representatives**
Up to three (3) Employee Representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
 - (b) **Grievance Committee**
A Grievance Committee of three (3) employees. Only two (2) members may attend a meeting of the Committee at any one time.
 - (c) **Negotiating Committee**
A Negotiating Committee of not more than 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.

ARTICLE 7 - UNION SECURITY

7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the

amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

- 7.02 The Employer shall provide the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility. The Employer will also identify all terminations and newly-hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer will endeavour to provide information in electronic format if the Employer has the technology.
- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her employee representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' 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 Bargaining Unit President or her designate with a copy to the Labour Relations Officer.

Step No. 2

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

8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the **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 Bargaining Unit President, with a copy to the Labour Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Union shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

- 8.12** (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 an Arbitration Board. The two (2) 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) job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues
 - vi) any other grievance as mutually agreed

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

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

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

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

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

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and this 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.

- 8.21 At any stage of the Grievance Procedure including arbitration, the parties may have the assistance of this employee or employees concerned as witness and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9 - SENIORITY & JOB SECURITY

9.01 Definition of Seniority

- (a) Seniority for a full-time employee shall be defined as the length of service at the Home from the date of employment.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid equals one year of seniority and service.

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

- (c) A full-time employee shall be on probation for a period of four hundred fifty (450) hours worked. A regular part-time employee shall be on probation for a period of four hundred fifty (450) hours worked or six (6) calendar months whichever occurs first. Casual and relief part-time employees shall be on probation for a period of three hundred sixty (360) hours worked or eight (8) calendar months, whichever occurs first. Seniority shall then be credited as of the date of first entry into the service of the Employer and shall be cumulative. There will be an evaluation given to the employees prior to the expiration of the probationary period.

- 9.02 The Employer will keep seniority lists for full-time and part-time employees, post the same in a conspicuous place, revise the same every six (6) months and supply copies of the current list to the Union. The seniority lists shall include the employee's anniversary date of hire and the accumulated paid hours of the part-time employee.

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

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

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

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

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

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

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three **(3)** consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) 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 thirty **(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 Bargaining Unit President, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
 - (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
 - (c) Where an employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
 - (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
 - (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- 9.07**
- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
 - (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
 - (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
 - (d) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.
- 9.08**
- In all cases of job postings under Article 9.06 above, the following factors shall be considered:
- (a) skill and ability;

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

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

9.12 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.

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

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

9.15 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of **appropriate** receipts, reimbursement of retraining costs up to **\$2500.00**. For regular part-time employees the maximum is **\$1,500.00** and for casual/relief part-time employees the maximum is **\$250.00**.

An employee, upon long-term layoff, at her or his own expense, and except for short and long-term sickness and income protection, may continue benefit coverage for a period of twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

9.16 Positions Outside the Bargaining Unit

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

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

9.17 Change of Status

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

- (b) seniority.

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

The Employer will discuss with unsuccessful applicants the reason why they were refused such position, and the ways in which they can improve their qualifications for future vacancies.

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

9.10 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual or relief shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

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

- (b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days or receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

9.11 Notice to Union of Long Term Layoff

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

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
- i) the reasons causing the layoff;
 - ii) the service which the Home will undertake after the layoff;

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 a employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period.

10.04 A 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 she will 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.

Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against an employee where it has not been brought to her attention in a timely manner.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for personal reasons without pay provided that 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 Leave**(a)** Local Union Leave

Upon written requests, leave of absence for Union business shall be given up to an aggregate total of sixty-five (65) days in a calendar year, including Provincial Committee Leave. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during the leave of absence.

The Union agrees in making requests for such leave of absence that it will not unduly affect the proper operation of the Nursing Home. However, the Employer also agrees that permission for such leave will not be unreasonably withheld.

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

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

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

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. 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 employee agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

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

(e) The Employer agrees to keep the salary and benefits whole for all employees on Union leave under clauses (a), (b), (c) and (d) above, and will bill the Union for such salary as well as El., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence"

clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should E.H.T. be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

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) Professional leave without pay will be granted to employees who are elected to the College of Nurses, to participate in Registered Nurses Association of Ontario and other professional group activities, to write registration examinations or to attend seminars and conferences.

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 shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay, vacation pay or sick pay.

- (f) Where it is necessary, because of distance, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.05

Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1997, as amended, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration

and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to Section 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (i) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

11.06

Jury and Witness Duty

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

- (a) shall notify the Director of Care, as soon as possible, when required to service under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by

the employee and received from the authorities for necessary travel, accommodations and meals;

- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.

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

11.08 Effect of Absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, **benefit** coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.

- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or **WSIB**. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on **WSIB** shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (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

- 12.01 (a) (applies to all Homes except **Chelsey** Park Retirement Community (Nursing Home) and Oxford Regional Nursing Home, and to Cheltenham Nursing Home (effective January 1, 2001)

Full-time employees who qualify under Article 12.04 hereunder, shall receive the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
2nd Monday in June	Boxing Day
Dominion Day	Anniversary Day
Civic Holiday	Remembrance Day

(applies to **Chelsey** Park Retirement Community (Nursing Home), and Oxford Regional Nursing Home, and to Cheltenham Nursing Home (until December 31, 2000 only)

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Dominion Day	Boxing Day

- (b) Where one of the above named holidays fall on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday, provided the Employer endeavours to give to the Union notification of at least sixty (60) days in advance of such holiday.

- 12.02 Holiday pay for full-time employees is defined as the amount of regular straight time hourly pay seven and one-half (7-1/2) hours exclusive of premiums which an employee would have received had she worked a normal shift on the holiday in question.

- 12.03 In order to qualify for holiday pay, a full-time employee must work her full scheduled shift immediately preceding and immediately following a holiday. However, when a full-time employee is absent from the preceding and/or following shift due to illness verified by a medical doctor's certificate, the employee will be eligible for one day's holiday pay during any one period of illness in the calendar year. A full-time employee who is scheduled to work on the holiday and becomes ill may be required to have such illness verified by a medical doctor in order to be paid for the holiday.
- 12.04 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**) and in addition she shall receive another day off with pay on the date to be agreed upon between the employee and the Employer OR at the option of the employee, she shall receive holiday pay.
- 12.05 Paid Holidays - Long Weekends
- (a) Unless an employee requests **otherwise**, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule her to work the paid holiday.
- (b) Unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the employee off the paid holiday.
- 12.06 (a) If any of the above holidays occur on a regular day off of a full-time employee who is entitled to holiday pay, the employee shall receive an additional day off mutually agreed upon between the employee and the Employer.
- (b) When a holiday, for which a full-time employee is eligible, falls within an employee's vacation period, it shall be added to the end of her vacation or scheduled at a mutually agreeable time.
- 12.07 A tour that begins or ends during the twenty-four (**24**) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.08 The Employer will endeavour to arrange for paid holidays off to be divided equitably among the full-time employees.

ARTICLE 13 – VACATION

- 13.01 (applies to all Homes and to Cheltenham Nursing Home as of June **30, 1999**)
- (a) Employees with less than one (**1**) year of service as of June **30th** of any year will be granted one and one-quarter (**1-1/4**) days' vacation for each month of service. Vacation pay for such employees will be six percent (**6%**) of gross earnings during the vacation year.

- (b) Employees with one (1) year of service on or before June 30th of the current year shall receive fifteen (15) days' (3 weeks) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
- (c) Employees with three (3) years of service on or before June 30th of the current year shall receive twenty-one (21) days' (4 weeks plus 1 day) vacation and eight point two percent (8.2%) of gross earnings for the vacation year.
- (d) Employees with fourteen (14) years of service on or before June 30th of the current year shall receive twenty-eight (28) days' (5 weeks plus 3 days) vacation and ten point six percent (10.6%) of gross earnings for the vacation year.
- (e) Effective with the July 2000 vacation year, employees with twenty-five (25) years of service on or before June 30th of the current year shall receive thirty (30) days' (6 weeks) vacation and twelve percent (12%) of gross earnings for the vacation year.

13.02 Part-time Vacation Entitlement

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

13.03 Vacations - Interruption

- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires **hospitalization** and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the **hospitalization**.
- (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the **hospitalization**.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

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

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

- 13.06 (a) A vacation planner showing the employee's seniority shall be posted from March 15th to April 15th of each year to allow the employee to indicate her vacation preference. The approved vacation schedule for the summer months (i.e. June to September) shall be posted by May 1st. No changes shall be allowed in the schedule except upon the consent of the employees affected and the Employer.
- (b) Where vacation requests are submitted after April 15th, such requests will be granted in the order they are received. The employee will be notified within two (2) weeks of submitting the request as to whether or not the request is granted.
- 13.07 (a) Vacations are not cumulative from year to year.
- (b) Notwithstanding the above, the Employer may grant a special request from an employee to carryover a maximum of five (5) vacation days into the next year. The employee shall specify in her request to the Employer the purpose for which she is seeking the carryover.
- (c) During the first year of employment, a full time employee with at least six (6) months of service may be granted up to five (5) days vacation in advance of their entitlement date if requested and at the Employer's discretion.
- 13.08 (a) The choice of vacation period shall be granted having due regard for proper resident care. Where there are two or more conflicting requests for the same vacation period, seniority shall be the governing factor, provided the employee has complied with the dates established in Article 13.06 above. The Employer shall not unreasonably **deny** requests for vacation.
- (b) Vacations may be taken in the twelve (12) month period following the vacation year in which entitlement is earned.
- (c) Seven (7) vacation days may be taken as individual days or multiple consecutive days. Such requests shall not be unreasonably denied.
- (d) **The** weekend prior to an employee's vacation shall be scheduled as her weekend off if she so desires.
- (e) For the purposes of this section, the number of days' vacation shall be considered working days. Part-time employees shall receive a pro-rated vacation time entitlement, based on the number of days regularly worked in a normal work week.
- (f) Prior to leaving on vacation, employees will be paid their vacation pay and shall be advised as to the date and time on which to report to work following the vacation.
- 13.09 Vacation pay for part-time employees shall be paid at the end of the first full pay period in July.

13.10 (a) Part-time Vacation Pay

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

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

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

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

ARTICLE 14 - DISABILITY INCOME PROTECTION PLAN

14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

- (a) The Employer will pay one hundred percent **(100%)** of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent **(70%)** of straight-time scheduled wages lost.
- (b) The employee shall apply for **E.I.** sick leave for weeks 3 through **17** of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent **(70%)** of straight time wages. In the event the employee does not qualify for **E.I.** Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent **(70%)** of her straight time wages for weeks 3 through **17** of any legitimate illness or injury but shall not be eligible for benefits under **(c)** below.
- (c) The Employer will pay one hundred percent **(100%)** of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks **18** through **30** of such illness or injury. Payment under weekly indemnity will be seventy percent **(70%)** of scheduled straight-time wages lost.

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

14.02 Where an employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for **WSIB**, that employee may **utilize** her sick leave credits, provided the employee has not received payment from the **WSIB** and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from **WSIB** if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the **WSIB**. If the **WSIB** does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.

- 14.03**
- (a) Convert existing sick banks to a frozen dollar bank, based on the wage rates in the expiring Collective Agreement after the addition of pay equity adjustments of May/June, 1999, effective the date of implementation of the plan in Article 14.01 by HRDC. This bank can only be used for purposes set out in this Article (i.e. 14.03).
 - (b) Within 1 month of the implementation of this plan and annually thereafter, the Employer will advise each employee in writing of the remaining dollar value for cash out purposes, of her or his sick leave bank.
 - (c) Divide the sick leave bank by six (6) and multiply that number by **seventy-five percent (75%)**.
 - (d) This payment will be paid on a date agreed to by the Employer and the employee. In the absence of such agreement the payment will be made on each anniversary date of the date of the approval of the sick leave plan by **HRDC**. Employees will receive as a lump sum payment the amount calculated in item (c) above. This payment shall be made annually for six years as long as the employee remains actively at work.
 - (e) All unused sick leave may be accumulated to a maximum of one hundred and thirty (130) days. An employee with more than five (5) years of service who terminates employment will be paid in cash at current rate of fifty percent (50%) of the unused portion of her accumulated sick leave, the maximum payment being sixty (60) days.

An employee who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be **utilized** during subsequent full-time employment or elect a cash payout as provided in this Agreement.

- (f) It is agreed that if the employee remains for the six year period and has received all the payments under (d) that there is no remaining payment to be made under (e) above, if it exists.

- (g) Employees leaving prior to the completion of six (6) years following the approval date by HRDC shall have their entitlement under 14.03 (e) as modified by 14.03 (a) reduced by payments under (d) above.
- (h) For those contracts providing one hundred percent (100%) payout on death the residual amount after six (6) years will be maintained on the records of the Employer and will be paid if that condition is triggered.

Note: It is understood and agreed that if the E.I. Commission does not confirm this plan, the present **Pathe** Board will remain seized on this issue.

14.04 An employee may be required to produce proof of sickness in the form of a medical certificate for any absence.

ARTICLE 15 - HOURS OF WORK AND SCHEDULING

- 15.01** The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7 ½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02** The normal daily tour shall consist of seven and one-half (7 ½) hours, exclusive of a one-half (1/2) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily tour, at a time designated by the Employer.
- 15.03** Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 15.04** Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 15.05** Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7 ½) hour tour rather than the actual hours worked.
- 15.06** There shall be no split shifts.
- 15.07** At least two (2) full tours of time off shall be scheduled between shifts or changeover of shifts. A shorter period of time shall be scheduled between shifts or changeover of shifts by mutual consent.

- 15.08 (a) (applies to all Homes except Oxford Regional Nursing Home)
- Employees hired prior to June **27th, 1977** on specific tours on a permanent basis will not be rotated without their consent.
- (b) (applies to Oxford Regional Nursing Home only)
- Employees hired prior to October **30, 1992** on specific tours on a permanent basis will not be rotated without their consent.
- (c) Employees hereinafter employed may be required to rotate over three **(3)** shifts but the Employer will endeavour to rotate them over two **(2)** shifts. The Employer will consider requests for permanent evening or night tours and such requests shall be granted when possible.
- 15.09 A shift commencing at or about midnight shall be considered the first tour of each working day.
- 15.10 Schedules covering a four **(4)** week period will be posted **two (2)** weeks in advance. Requests for specific days off shall be submitted in writing to the Director of Resident Care two **(2)** weeks prior to the posting.
- 15.11 (a) An employee may be required to work for more than five **(5)** consecutive tours but not more than six **(6)** consecutive tours.
- (b) An employee will have every other weekend off or two **(2)** weekends off in four **(4)** unless otherwise mutually agreed. The Employer will continue the present practice with regard to weekend schedules for head nurses wherever possible.
- 15.12 (a) Shifts which are available at the time of posting, and after the schedule has been posted, will first be offered to the full-time employee's permanent **part-time "partner"** assigned to the same shift and unit where the absence has occurred.
- (b) i) (applies to **Chelsey** Park Retirement Community (Nursing Home) and Cheltenham Nursing Home)
- Shifts which are available, and which are not picked up by the full time employee's part-time partner will be offered to regular part-time and casual employees on an equitable rotational basis. In offering such **shifts** on the above basis, consideration will be given to the employee's availability, shift and area of work preferences. It is understood that the Home is not required to call an employee for a shift, or area of work, of which she has indicated she is not available, or if the assigning of the shift to that employee would result in overtime premium payment.
- ii) (applies to all Homes except **Chelsey** Park Retirement Community (Nursing Home) and Cheltenham Nursing Home)

The opportunity to work any extra tours following the application of (a) above on whatever shift will be given to part-time employees on the basis of seniority so that the more senior employees will be given the opportunity to work before employees with less seniority are scheduled.

- (c) Employees will indicate in writing their shift and area preferences to the Director of Resident Care.

15.13 Other Tour Lengths

- (a) Nothing in this Agreement is deemed to change the hours of work for people working less than seven and one-half (**7 1/2**) hours a day or seventy-five (**75**) hours in a **bi-weekly** period, but no overtime will be paid until the employee has completed seven and one-half (**7 1/2**) hours in a day or seventy-five (**75**) hours in a **bi-weekly** period after which overtime shall **apply**.
- (b) Notwithstanding clause (a) above, employees requested to work shifts of less than seven point five (**7.5**) hours a day shall be provided with a paid rest period of at least fifteen (**15**) minutes with an increase in that period proportional to the extent the shift exceeds three point seventy-five **3.75** hours. Such employees shall be provided with a meal period in accordance with the Employment Standards Act.

(applies to Cheltenham Nursing Home only)

The Employer will consult with the Union before exercising its rights under (b) above.)

ARTICLE 16 - PREMIUM AND OTHER PAYMENTS

- 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 Should a part-time employee be called to work with less than two (2) hours' notice prior to the commencement of a tour and arrive within two (2) hours of the call, she shall receive full payment for 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 twenty-four (24) hours' notice is given to the employee personally, the employee will be paid four (4) hours' straight time wages.

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

16.06 If an employee works two (2) consecutive shifts she shall be provided a meal by the Employer or if a meal cannot be provided, she shall receive a meal allowance of five dollars (\$5.00).

16.07 Shift and Weekend Premium

(a) An employee shall be paid a tour premium of fifty cents (50¢) for each hour worked outside normal hours of the day shift.

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

16.08 Standby and Call In

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

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

16.09 (a) If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the collective agreement (if any), she will receive premium payment of time and one-half (1 1/2) for all

submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Nancy Backhouse and **Deena Boltman**

If additional arbitrators are necessary, Martin **Teplitsky** shall remain seized to appoint these, if the parties are unable to agree.

- (g) the arbitrator shall render a decision with ten (**10**) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured
- (i) this process shall commence immediately for all self insured benefits. Upon the **expiry** of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin **Teplitsky**, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

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

17.06 The Employer may substitute another carrier for any of the foregoing plans (other than **O.H.I.P.**) provided that the level of benefits conferred thereby are not

ARTICLE 17 - HEALTH AND WELFARE BENEFITS

(applies to all Homes and to Cheltenham Nursing Home as of June 30, 1999)

The Employer agrees to pay for Full-time Employees:

- 17.01 One hundred percent (100%) of the billed premium for OHIP;
- 17.02 One hundred percent (100%) of the billed premium on the schedule of Life Insurance at two times (2X) annual salary;
- 17.03 One hundred percent (100%) of the billed premium for current extended health care plan, which includes semi-private coverage, vision care at a maximum of sixty dollars (\$60.00) in each two (2) year period and hearing aid at a maximum of three hundred dollars (\$300.00) per life time. A Drug Card with a seven dollar and fifty cent (\$7.50) cap on reimbursement for dispensing fee will be implemented. A one dollar (\$1.00) deductible per prescription will be provided for. The Positive Enrolment provision is to be included. The Employer shall pay one hundred percent (100%) of the premiums.
- 17.04 Fifty percent (50%) of the billed premium for a Dental Plan at least equivalent to Blue Cross #9, current ODA fee schedule as amended from time to time.
- 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. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

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

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or

submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Nancy Backhouse and **Deena Boltman**

If additional arbitrators are necessary, Martin **Teplitsky** shall remain seized to appoint these, if the parties are unable to agree.

- (g) the arbitrator shall render a decision with ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured
- (i) this process shall commence immediately for all self insured benefits. Upon the **expiry** of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin **Teplitsky**, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

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

17.06 The Employer may substitute another carrier for any of the foregoing plans (other than **O.H.I.P.**) provided that the level of benefits conferred thereby are not

decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.07 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible full-time employees who have completed 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 qualifier it shall be removed as soon as the plan is up for modification or renewal.

17.08 (applies to Oxford Regional Nursing Home only)

The Employer will continue to offer the above benefit package to part-time nurses who were participating as of July 12, 1995. The premiums will be at her own expense.

ARTICLE 18 - RETIREMENT INCOME PLAN

18.01 Retirement Income Plan

Each newly employed full-time employee shall, and each current full-time and any part-time employees may, with three (3) months' service, 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.

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

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

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

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

18.05 (applies to Cheltenham Nursing Home only)

The Union will advise the Employer by (date to be determined) whether monies contributed to the existing retirement income plan are to be transferred to plans established under Article 18.01. Should this transfer not take place then employees hired before the date of ratification have the option of continuing to contribute to the existing plan or to establish a plan under Article 18.01. Newly hired employees following date of ratification are covered by Article 18.01 only.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

19.01 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 nursing care, she or they shall:

- (a)
 - i) Complain in writing to the Chairperson of the Union-Management Committee (which includes the Union and Employer representatives as referred to in Article 6.01(d)) within five (5) 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 five (5) calendar days of the meeting of the Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of the appointment and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within fourteen (14) calendar days following the completion of the hearing.
- (b)
 - i) The panel of independent registered nurses who are well respected within the profession, and have been selected by the parties, are named on attached Appendix B. The members of the panel shall sit in rotation as outlined in Appendix B. If the panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.

- ii) The parties shall bear the cost of their own nominees, 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 INSERVICE

- 20.01 An orientation and inservice program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 20.02 A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.
- 20.03 The following minimums shall be observed in the **orientation/familiarization** of a newly-hired employee:
- (a) She is to be **familiarized** with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of employees in the Home.
 - (b) The period of **orientation/familiarization** shall be for a minimum of three (3) days or such greater period that the Employer deems necessary.
 - (c) She shall be an additional employee to the usual staffing pattern,
 - (d) The employee or employees involved in the **orientation/familiarization** will confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- 20.04 Both the Employer and the Union **recognize** the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be **publicized**.
- 20.05 When an employee is required by the Employer to prepare for inservice or to attend meetings, inset-vice and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for **all** time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.
- 20.06 The Employer may, at its discretion, provide orientation in other circumstances.
- 20.07 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.

- 20.08 The Employer will endeavour where practical to schedule **inservices** at times which will facilitate the attendance of employees working outside the day shift.

ARTICLE 21 – MISCELLANEOUS

- 21.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

- 21.02 Each employee shall keep the Employer informed of changes to relevant employment information.

21.03 Retirement and **Physical Handicap**

- (a) The normal retirement age is sixty-five (**65**) years of age. The Employer may continue to employ an employee beyond retirement age, if the Employer determines that the employee can satisfactorily perform the requirements of her classification.

- (b) If an employee becomes disabled, including **WSIB**, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

- (c) Prior to any disabled employee returning to work from a disability including **WSIB** to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

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

- (d) The parties **recognize** the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this collective agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

- (e) Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

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

21.05 Communicable Diseases

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

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

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

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

21.06 The Employer agrees to provide a bulletin board for the use of the Union. The Union may post notices of meetings and other notices which may be of interest to employees.

21.07 Prior to implementing any changes in the Employer's personnel policies or rules which will affect nurses covered by this Agreement, the Employer shall discuss such changes with the Nursing Committee.

- 21.08
- (a) If facilities are available, the Employer shall grant permission to the Union to hold meetings on the Employer's premises.
 - (b) The Employer agrees to provide locker space.
 - (c) The Employer agrees to provide a dining area where uninterrupted meals may be taken except in cases of emergency.
 - (d) An employee, with a minimum of one **(1)** year's service who is presently employed by the Company in any of their Homes, may transfer to another Nursing Home within the Company.

It is understood and agreed that before an employee can transfer, there must be an available opening within the Home. An employee shall be granted a relocation, provided that such relocation may be arranged without

undue inconvenience to the normal operation of the Nursing Homes involved.

Upon transfer, the employee will receive salary, vacation, and benefit levels in line with the schedule at the Home to which she has transferred. The employee's last date of hire for current, continuous employment will be used to calculate these levels. The employee will start to accrue seniority at her new location effective on the date of transfer.

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 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.

Retroactivity will be paid within sixty (60) days of the date of the award by separate cheque.

For those no longer in the employ of the Home, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Home's records, with a copy of the notice to be sent to the Union. Only those former employees who apply within ninety (90) days of the date of the mailing of the notice shall be entitled to receive money under this retroactivity provision.

22.03 Recognition of Previous Experience

Beginning salaries of all categories of employees shall include recognition of recent and related experience on the basis of one annual increment for each two (2) years of experience up to the maximum of the grid.

It shall be the responsibility of the employee to provide proof of recent related experience in order to be considered for salary increment adjustment.

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) (applies to all Homes except Cheltenham Nursing Home)

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.

(applies to Cheltenham Nursing Home only)

An employee who is designated in writing to relieve the Director of Nursing or the Assistant Director 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.

There shall be no duplication or pyramiding of responsibility pay.

NOTE: A registered nurse at **Altamont** shall receive double her regular rate of pay when she is the only registered nurse working in the Home (this does not apply during unpaid meal break). An employee cannot pyramid the in-charge premium. The in-charge will continue to receive the double rate and will not be able to receive the **five** dollar per shift awarded above,

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

22.08 Graduate Nurse Rate

A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the

salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

- 22.09 The parties agree to maintain the percentage differentials in the wage rates which presently exist between the classification of Registered Nurse and the other classifications which are covered by the Collective Agreement.

ARTICLE 23 – DURATION

- 23.01 This Agreement shall continue in effect until June 30, 2001 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

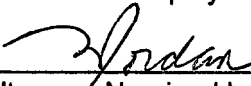
- 23.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date

DATED at Mississauga, Ontario, this 5th day of October, 2000.

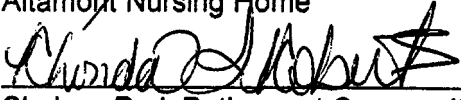
FOR THE EMPLOYERS



Don Jeffrey,
Director of Employee & Client Relations



Altamont Nursing Home



Chelsey Park Retirement Community
(Nursing Home)



Chelsey Park Nursing Home (Mississauga)



Cheltenham Nursing Home



Oxford Regional Nursing Home

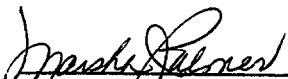


Rockcliffe Nursing Home



Tullamore Nursing Home

FOR THE UNION



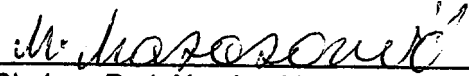
Marsha J. Palmer,
Employment Relations Officer



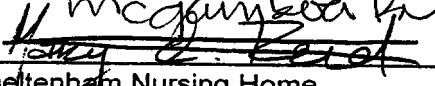
Altamont Nursing Home



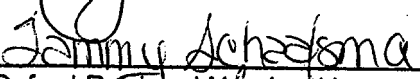
Chelsey Park Retirement Community
(Nursing Home)



Chelsey Park Nursing Home (Mississauga)



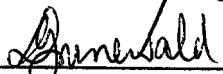
Cheltenham Nursing Home



Oxford Regional Nursing Home



Rockcliffe Nursing Home



Tullamore Nursing Home

APPENDIX A

RATES OF PAYHead NurseEffective

	July 1 1999	January 1, 2000	July 1, 2000	January 1, 2001
Start	\$ 18.70	\$ 18.83	\$ 18.95	\$ 19.09
1 Year	19.61	19.74	19.86	20.01
2 Years	20.78	20.78	20.81	20.81
3 Years	21.78	21.78	21.86	21.86
4 Years	22.53	22.67	22.80	22.94
5 Years	23.34	23.56	23.77	24.01
6 Years	23.83	24.07	24.31	24.54
7 Years	25.39	25.64	25.90	26.16
8 Years	26.01	26.27	26.53	26.80
9 Years	26.74	27.01	27.28	27.55

Registered NurseEffective

	July 1 1999	January 1, 2000	July 1, 2000	January 1, 2001
Start	\$ 17.93	\$ 18.05	\$ 18.17	\$ 18.30
1 Year	18.84	18.96	19.08	19.22
2 Years	19.96	19.96	19.98	19.98
3 Years	20.95	20.95	21.03	21.03
4 Years	21.68	21.81	21.94	22.07
5 Years	22.47	22.68	22.89	23.12
6 Years	22.96	23.19	23.42	23.65
7 Years	24.49	24.73	24.98	25.23
8 Years	25.12	25.37	25.62	25.88
9 Years	25.85	26.11	26.37	26.63

(applies to Cheltenham Nursing Home only)

The rate at the "after 2 years" level is red circled at **\$19.99**. Any employee currently receiving more than is provided for by any of the other terms of this letter has that excess term red circled.

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%**).

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.

Shalom Schachter

Bob Bass

O.N.A. Central Spokesperson

Homes Central Spokesperson

APPENDIX B

LIST OF PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS

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

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

Ms. 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
Loretta Mikus
Richard Verity

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
ROCKCLIFFE NURSING HOME
CHELTENHAM NURSING HOME

divisions of

DIVERSICARE I LIMITED PARTNERSHIP/

and

CHELSEY PARK RETIREMENT COMMUNITY (NURSING HOME)

A division of

DIVERSICARE VI LIMITED PARTNERSHIP

Re: Job Sharing

When requested by either party, the parties agree to meet to develop an Appendix to be attached to the Collective Agreement if consensus is reached. Present job sharing arrangements will not be terminated without mutual agreement.

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
ROCKCLIFFE NURSING HOME
CHELTENHAM NURSING HOME

divisions of

DIVERSICARE I LIMITED PARTNERSHIP/

and

CHELSEY PARK RETIREMENT COMMUNITY (NURSING HOME)

A division of

DIVERSICARE VI LIMITED PARTNERSHIP

Re: Shifts of Less Than Seven and One-half Hours

Employees requested to work shifts of less than seven and one-half (7 1/2) hours shall have an identical right to refuse to work beyond the preset hours as is possessed by the employees under this Agreement and the Employment Standards Act scheduled to work a normal tour.

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
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divisions of

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A division of

DIVERSICARE VI LIMITED PARTNERSHIP

Re: Education Reimbursement

Effective date of award employees shall be entitled to receive reimbursement for employment course costs relating to: psycho-geriatrics, tube feeding, dialysis, assessment / documentation, dealing with **difficult** residents / families, supervisory skills, **pallative** care, I.V. therapy and infection control, to April 1, **2001** on presentation of receipt(s) for payment to the Administrator or designate as follows:

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

- on staff as of November **12, 1999**.

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

Such payments shall be tax free if allowed by law.

Re: Education Reimbursement
Page two

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

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

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
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Re: Pay Equity

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

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

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

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
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Re: Health & Safety Sub-committee

(Effective 1999 – 2001 only)

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

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

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
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Re: New Certifications

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

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

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

Re: New Certifications
Page two

Article 23 (except 23.01)

Appendix B

Appendix C

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

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

Article 17.05

Article 11.02 (d)

Article 9.10 (a), second paragraph

Article 20.08

Safety Issue Letter

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
TULLAMORE NURSING HOME
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CHELTENHAM NURSING HOME

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Re: Joint Committee - Working Document

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

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

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

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

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

CHELSEY PARK (MISSISSAUGA) NURSING HOME
OXFORD REGIONAL NURSING HOME
ALTAMONT NURSING HOME
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Re: Clawback of E.I. Benefits

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