

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

Note: Throughout the Collective Agreement, local issues have been indicated with italics.

Expiry Date: June 30, 2006

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 2 - SCOPE & 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 shall mean an employee covered by this Agreement who is committed to and regularly works the full work period of *seventy-five hours in a bi-weekly period, exclusive of overtime.*
 - (b) A part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
 - (c) A casual employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her.
- 2.03 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 **Work of the Bargaining Unit**
- (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
 - i) for purposes of instruction,
 - ii) in the event of an emergency situation,

- iii) when performing developmental or experimental work, or
 - iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.05 Minimum Staffing

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

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

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

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

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

2.08 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.

2.09 A registered nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.

2.10 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule "A".

- 2.11 The word "Employee" when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- 4.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin,

residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.

- 4.03 The Union and the Employer agree to abide by the Ontario Human Rights Code.
- 4.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code, Sec. 10 (1)*
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," (ref: *Ontario Human Rights Code, Sec. 7 (2)*).

The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.

An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

4.05 Retirement and Physical Disability

- (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.

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 1995, as amended.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:
- (a) *Up to three (3) employee representatives. Upon mutual agreement of the parties, the number may be altered from time to time.*
 - (b) *A Grievance Committee of three (3) employees. Only two (2) members may attend a meeting of the committee at any one time.*
 - (c) *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.*

- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The Employer will provide replacement staff where operationally required.
- 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 shift shall receive paid time off for the actual day of the negotiating meeting.

Notwithstanding the foregoing, it is understood and agreed that in circumstances where local issue bargaining commences after a central conciliation process, the first day of such local negotiations will be treated for purposes of pay as if the negotiations commenced prior to conciliation.

- 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 safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- (b) A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three months or more frequently if the committee decides.

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.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

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- (g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- i) Designing safe procedures for employees.
- ii) Providing training appropriate to these policies
- iii) Reporting all incidents of workplace violence.

- (i) The Employer shall:
 - i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
 - ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them:
 - iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.
- (j) A worker shall,
 - i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
 - ii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
 - iii) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and

iv) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

(k) Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.

(l) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

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.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

6.08 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

6.09 The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.

ARTICLE 7 - UNION SECURITY

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

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

- 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 or designate 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 and/or Labour Relations Officer, shall submit the written grievance to the Administrator or designate. 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 the Arbitration Board. The two appointees **so** selected shall within ten (**10**) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

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

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

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

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

Article 8.20 will apply to this Article, except where specifically modified by this Article.

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

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.

- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared between the parties.
- 8.20 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.
- 8.21 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

ARTICLE 9 - SENIORITY AND JOB SECURITY

- 9.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service with the Home since the date of last hire, subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the Home since the date of last hire, equals one year of seniority and service subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other related provision of the Collective Agreement.
- The Union and the Employer agree to abide by the Human Rights Code.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.

- (d) The probationary period shall be:
- i) four hundred fifty (450) hours worked for full-time employees;
 - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees; and,
 - iii) three hundred sixty (360) hours worked or eight (8) calendar months, whichever comes first, for casual part-time employees.

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) generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) in accordance with the Employment Standards Act when on pregnancy/parental leave (currently a maximum of twelve (12) months), family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

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

- (a) when on an approved leave of absence without pay, not provided for in 9.03(b) above;
- (b) when absent due to layoff for a period of thirty (30) calendar months;

- (c) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months;
- (d) when on illness absence not paid by the employer for a period up to thirty (30) months.

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

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty (30) calendar months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months;
- (g) when on illness absence not paid by the employer for a period in excess of thirty (30) months;
- (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 Director of Care or designate 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 Director of Care or designate her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

9.07

- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
- (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
- (d) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.

9.08

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

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

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

9.09 Notwithstanding the level of entry to practice (baccalaureate degree in nursing which will become effective in 2005), the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

9.10 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.

9.11 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 shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

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

(b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days of 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.

9.12 Notice to Union of Long Term Layoff

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

(a) Provide the Union with ninety (90) days' notice;

(b) Meet with the Union to review the following:

i) the reasons causing the lay-off;

ii) the service which the Home will undertake after the lay-off;

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 lay-off which will be longer than eight (8) weeks.

9.13 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.12.

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

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

9.16 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual 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.

9.17 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 up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority.

(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.

9.18 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of fifteen hundred (1500) paid hours being

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

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

ARTICLE 10 - EMPLOYEE FILES

10.01 A copy of any completed formal evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.

10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.

10.03 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen **(18)** month period.

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

ARTICLE 11 - LEAVE 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. 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.

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

(b) Leave of Absence for 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 three (3) consecutive two (2) year terms. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. The worker agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

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

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty-five (35) 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 E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

11.03

Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.
- (c) Leave of absence without pay may ~~be~~ granted to employees for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:

- i) No more than one (1) employee may be absent at one time;
- ii) Employees must provide at least thirty (30) calendar days notice in writing;
- iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

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 or equivalent service 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, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (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 no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (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 thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the

employee did not 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 normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks).

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

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

11.06

Jury and Witness Duty

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

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

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

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

11.08 Family Medical Leave

An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.

11.09 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, 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, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
 - (g) It is understood that an employee who chooses to continue benefits under a), b) or f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
 - (h) Notwithstanding 11.09 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to Leave of Absence.
 - (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.
- The Union and the Employer agree to abide by the Human Rights Code.

11.10 Pre-Paid Leave Program

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The Plan is available to nurses wishing to spread four **(4)** year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four **(4)** years of salary deferral.
- (b) The nurse must make written application to the Director of Resident Care at least four **(4)** months prior to the intended commencement date of the

program (i.e., the salary deferral portion), stating the intended purpose of the leave.

- (c) The number of nurses that may be absent at any one time shall be one at each Home. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse and the Employer.
- (d) Written applications will be reviewed by the Director of Resident Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director of Resident Care or her designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer. The nurse will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 9.03. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating.
- (i) A nurse may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of Resident Care. Deferred salary, plus accrued interest, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse

as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

- (l) The nurse shall give ninety (90) days' notice of intent to return.
- (m) The nurse **will** be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.09 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 12 - PAID HOLIDAYS-

- 12.01 (a) A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

(applies to all Homes except Chelsey Park Retirement Community (Nursing Home) and Oxford Regional Nursing Home.)

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

(applies to Chelsey Park Retirement Community (Nursing Home), and Oxford Regional Nursing Home.)

<i>New Year's Day</i>	<i>Civic Holiday</i>
<i>3rd Monday in February</i>	<i>Labour Day</i>

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Dominion Day	Boxing Day

- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement.

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

- 12.03 (a) In order to be eligible for a paid holiday, a full-time employee must have worked her last scheduled shift immediately preceding, and her first scheduled shift immediately following, the holiday; provided an employee shall not lose holiday pay if she is absent on any such days, and such absence is a scheduled day off, is a vacation day, is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or unpaid leave of absence over thirty (30) days.

A full-time employee who is absent as a result of legitimate illness or accident which commenced within a calendar month of the date of the holiday will be eligible for the holiday(s), to a maximum of two (2) holidays in any period of illness.

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

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

12.04 An employee who is required to work on any of the above named holidays shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday. In addition, a full time employee will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily shift.

12.05 A shift that begins or ends during the twenty-four (24) hour period on the day of the above holiday, 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 shift.

- 12.06
- (a) If a paid holiday falls during a full-time employee's vacation, her vacation shall be extended accordingly, unless the employee and the Employer agree to schedule a different day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
 - (b) If a paid holiday falls on a full-time employee's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
 - (c) Failing such mutual agreement in either (a) or (b) above, the full-time employee shall be paid in accordance with Article 12.02. Notwithstanding the foregoing, if the Home is unable to offer any lieu day to the employee, the period of time for scheduling such days will be repeated.

12.07 Paid Holidays - Long Weekends

- (a) When an employee **is** scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule the employee to work the paid holiday.
- (b) When the employee 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.
- (c) In the event of a scheduling conflict, 12.07 (a) will be the deciding provision.

12.08 *The Employer will endeavour to arrange for paid holidays off to be divided equitably among the full-time employees.*

ARTICLE 13 – VACATIONS

- 13.01 All employees shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one (1) year of full time continuous service (as of the date and methods for determining vacation entitlement in the individual Home [on or before June 30th]) shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent **(6%)** of gross earnings.
 - (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date and methods for determining vacation

entitlement in the individual Home [on or before June 30th]) shall be entitled to an annual vacation of three (3) weeks paid at six percent (6%) of gross earnings for the vacation year.

- (c) Employees who have completed three (3) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home [on or before June 30th]) shall be entitled to an annual vacation of four (4) weeks paid at eight percent (8%) of gross earnings for the vacation year.

For current employees employed on or before June 2, 2005 with three (3) years of service (as of the date and methods for determining vacation entitlement in the individual Home [on or before June 30th]) 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, while employed at the Home.

- (d) Employees who have completed fourteen (14) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home [on or before June 30th]) shall be entitled to an annual vacation of five (5) weeks plus three (3) days paid at ten point six percent (10.6%) of gross earnings for the vacation year.
- (e) Employees who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home [on or before June 30th]) shall be entitled to an annual vacation of six (6) weeks paid at twelve percent (12%) of gross earnings for the vacation year.

13.02

All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement of full-time employees on the following basis:

3 week entitlement	- 6%
4 week entitlement	- 8%
5 week entitlement	- 10%
6 week entitlement	- 12%

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 9.01 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

13.03

- (a) For the purpose of vacation entitlement service for employees who transfer from part-time to full-time or vice versa, shall mean the combined service as a

part-time and full-time employee employed by the Home and accumulated on a continuous basis.

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

13.04 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.

- 13.05 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.

- 13.06 An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

13.07 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.

- 13.08
- (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 (72) 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 *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.*
- 13.10
- (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.*
- 13.11
- (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 fulltime 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.*

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 Safety and 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. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.

- (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, that this benefit commences like all other insurances, after the third month of employment.

14.02 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 14.01 notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.

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. It is understood that this payment will be paid subsequent to the employee's return from Pregnancy/Parental or Sick Leave. 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.
- (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.

14.04 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

14.05 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 & SCHEDULING

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02 The normal daily shift shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (½) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, 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 (7½) hour shift rather than the actual hours worked.
- 15.06 Extended Tours

The Employer and the Union may agree to implement extended tours, subject to the following:

- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (d) Hours of Work
- i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
 - ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
 - iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
 - iv) Scheduling issues will be resolved at the local level.
 - v) Where the union and the employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- (e) Payment for bereavement leave is based on 11.25 hours.
- (f) Payment for vacation and holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

15.07

Individual Special Circumstance Arrangements

Notwithstanding Article 2.02, the Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

15.08 Innovative Scheduling

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

15.09

Weekend Worker

A weekend schedule may be developed in order to meet the Home's need for weekend staff, and individual employees' preference for a weekend work schedule.

A weekend schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Home and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

The Employer and the Union may agree to implement weekend schedule if eighty percent (80%) of the full-time and part-time employees who work in the facility/unit are in agreement. The introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties. This schedule may be discontinued by either party with notice as determined by the local parties. The opportunity for an individual employee to discontinue this schedule shall be resolved by the local parties:

- (a) Weekend and shift premiums shall not be paid;

(b) Vacation Bank

Vacation entitlement is determined by Article 13. For the purposes of Article 13, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked. Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 13.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Vacation - Interruption does not apply.

(c) Paid Holiday Bank

Employees qualify in accordance with the collective agreement. The paid holidays are identified in the Collective Agreement.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If an employee works on a paid holiday as defined by the local parties, she or he will receive one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on a holiday. The employee will not receive a lieu day. Article 16.02 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

(d) Sick Leave

The employee is eligible for long term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the first two (2) weeks of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 14.01 (c) for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend shift exchanges will be permitted only between weekend shift employees. Weekday shift exchanges will be permitted, provided the Home does not incur additional costs.

In all instances of tour exchange, the tour must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties. Overtime will apply if the employee works in excess of the normal daily hours.

Payment for overtime is as in Article 16.01.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in Article 16 do not apply to employees who accept positions under this provision.

(i) Christmas Period

Article 16 relating to scheduling during this period will apply, except as modified to confirm that the weekend shift employee will continue to work weekends during this period.

- (j) When a part-time employee works on a weekend normally worked by a weekend worker, all of the provisions of the Collective Agreement except 15.09 (a) through (i) will apply.

15.10

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.)

- 15.11 (a) *There will be an interval of not less than fifteen and one-half (15½) hours off between scheduled shifts unless the employee specifically requests otherwise, provided that this would not apply to extended tours or daylight savings changeover.*
- (b) *Full-time employees will not be scheduled to rotate over more than two different shifts during a week.*
- 15.12 (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.*
- 15.13 *A shift commencing at or about midnight shall be considered the first tour of each working day.*
- 15.14 *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.*
- 15.15 *During each bi-weekly pay period there shall be four (4) days off of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than six (6) consecutive days. In any event, schedules will not provide for more than seven (7) consecutive days.*
- 15.16 (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 and Rockcliffe 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 and Rockcliffe 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.*

ARTICLE 16 - PREMIUM & OTHER PAYMENT

- 16.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization 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 (1½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.03 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.

- 16.04 Where call-in is requested within one-half ($\frac{1}{2}$) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 16.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the employer shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given to the employee personally, the employee will be paid four (4) hours' straight time wages. It is understood that call-ins or call-backs are not covered by this provision.
- 16.06 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).
- 16.07 Shift and Weekend Premium
- (a) An employee shall be paid a tour premium of fifty cents (50¢) for each hour worked outside normal hours of the day shift.
 - (b) An employee shall be paid a weekend premium of forty-five cents (45¢) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.
- 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 ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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%) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.
- (b) Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.
- 16.10 The Employer is not required by the seniority scheduling provisions of the collective agreement (if any) to assign work to senior employees that triggers premium pay. In the event that any such assignment would trigger premium pay and the Employer chooses to assign the shift to an employee, the seniority scheduling provisions (if any) shall apply.
- This provision is applicable to all of Articles 15 and 16 except for 16.02.
- 16.1 ■ Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall any shift or weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the employee qualifies for two or more of the following payments: time and one half, shift premium, weekend premium (subject to the limitation in 16.07 (b)) and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.
- 16.12 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual arrangements.
- 16.13 *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.*
- (applies to Cheltenham Nursing Home only)*
- Employees will have every other weekend off unless otherwise mutually agreed.*
- 16.14 *The Employer will schedule each employee four (4) consecutive days off at either Christmas or New Year's on an alternating basis from year to year.*
- In the event that nurses can be granted both Christmas and New Year's Day off the most senior nurse, on a rotating basis, who has requested these days off shall be given the opportunity to take both off.*

For those employees who have been granted time off at Christmas, the Employer will endeavour to provide Christmas Eve, Christmas Day and Boxing Day off. For those employees who have been granted time off at New Year's, the Employer will endeavour to provide New Year's Eve and New Year's Day off.

In the event of conflict, bargaining unit seniority shall be the decisive factor. Written requests for this time off must be received by the Director of Resident Care by November 1st. Christmas and New Year's time off shall be posted by November 15th.

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

At the request of the employee, the four (4) consecutive days off may be scheduled during the period of December 15th to January 15th to facilitate their cultural differences replacing the days off noted above.

- 16.15 *Where there is a violation of the scheduling provisions (if any) pertaining to consecutive days of work or time off between shifts, the Employer will pay the employee premium pay of one and one-half times her regular straight time hourly rate for all hours worked for the following tour of duty subject to Article 16.02.*

ARTICLE 17 – BENEFITS

17.01 OHIP

The Employer shall pay one hundred percent (100%) of the billed premium for OHIP and will provide for payment of any reimposition of OHIP type premiums.

- 17.02 One hundred percent (100%) of the billed premium on the schedule of Life Insurance at two times (2X) annual salary.

- 17.03 (a) The Employer shall pay one hundred percent (100%) of the billed premium for current extended health care plan, which includes semi-private coverage. Delete semi-private coverage, effective July 1, 2005.
- (b) 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.
- (c) 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. Effective July 1, 2005, minimum vision coverage of \$140/24 months.

17.04 Dental

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.

Note: (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.

17.05 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

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

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

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

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

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

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

- 17.08 In the event of a layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employee are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the lay off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 18 - RETIREMENT INCOME PLAN

18.01 Retirement Income Plan

Effective July 1, 2005, each full-time employee and part-time employee having six (6) months' of continuous service shall establish an individually vested plan with the ONA Group Registered Retirement Savings Plan. The Employer shall deduct four (4) percent of applicable wages from the employee's pay and remit it to the credit of the employee's individual plan, together with a matching Employer contribution.

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

- 18.03 The employer will remit contributions to the RRSP carrier no later than thirty (30) days following the last deduction in the calendar month.

- 18.04 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.

- 18.05 Effective as soon as practically possible following June 2, 2005, 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.

- 18.06 (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 Home assigns a number of residents or a workload to an individual employee or group of employees, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:

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

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.
- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

- 19.02 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.06.
- (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her practice.

ARTICLE 20 - ORIENTATION AND IN SERVICE

- 20.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Education 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 five (5) 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.

Programmes will be publicized and related material will be made readily accessible to staff in a timely manner.

Any problems in accessing this information will be reported to the Education Committee for resolution.

- 20.05 When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.
- 20.06 The Employer may, at its discretion, provide orientation in other circumstances.
- 20.07 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.
- 20.08 The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.
- 20.09 Education Committee
- (a) The Employer will establish an Education Committee for all employees in the facility, which shall include at least one representative from ONA members.
 - (b) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings.
 - (c) The purpose of the committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
 - (d) This committee will meet at least twice per year and/or as mutually agreed.
 - (e) This Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
- 20.10 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employee(s) and to consider practical ways and means of minimizing the adverse effect, if any, on the employee(s) concerned.

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 9.11 to 9.16 will apply.

- 20.11 Provided that an employee provides thirty (30) calendar days notice in writing, an employee shall be entitled to leave of absence without pay from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.

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 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. The Employer will provide the Union with copies of any material provided to the Ministry under paragraph 6.3 (b), (c) of the Service Agreement that directly related to the ONA bargaining unit.

- 21.04 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.

- 21.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will endeavour to discuss the changes with the Union and will provide copies to the Union, upon request.
- 21.06 Criminal reference checks for employees, that may be required by the employer pursuant to provincial legislation, will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.
- 21.07 The Employer will provide to each employee, upon request, upon termination of employment a letter detailing her or his employment dates, length of service and experience.
- 21.08 *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.*
- 21.09 *In the event the Employer makes an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the employer error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.*
- If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.*
- 21.10 (a) *The Employer agrees to provide locker space.*
- (b) *The Employer agrees to provide a dining area where uninterrupted meals may be taken except in cases of emergency.*

ARTICLE 22 - COMPENSATION

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

22.02 Retroactivity

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

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Home will contact former employees at their last known address on record with the home, with a copy to the bargaining unit, within 30 days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

22.03 Recognition of Previous Experience

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

This provision shall apply to all current employees at July 01, 2001.

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

22.05 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

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

22.06 Responsibility Pay

- (a) An employee who is designated in writing to relieve the Director of Nursing, shall be paid eight dollars and fifty cents (\$8.50) per shift for each shift 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.

Effective July 1, 2005, 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 seven dollars and fifty cents (\$7.50) per shift in addition to her regular rate of pay.

NOTE: Two (2) incumbent registered nurses from 1992 at Altamont shall receive double their 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 in charge premium noted 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.

ARTICLE 23 – DURATION

23.01 This Agreement shall continue in effect until June 30, 2006 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 21st DAY OF September, 2006.

FOR THE EMPLOYER:

E. Whitelocke
Elaine Whitelocke
Manager Employee Relations

Sue Halster
Chelsey Park Retirement Community
(Nursing Home)

Ron Ken
Chelsey Park

Warr
Cheltenham Nursing Home

Allegria
Rockcliffe Nursing Home

A. Hulley
Tullamore Nursing Home

[Signature]
Oxford Regional Nursing Home

Gladys Brett
ALTAMONT NURSING HOME

FOR THE UNION:

Mary Allen
Mary Allen RN
Labour Relations Officer

Dianne Papp
Chelsey Park Retirement Community
(Nursing Home)

Oliver
Chelsey Park Nursing Home (Mississauga)

[Signature]
Cheltenham Nursing Home

[Signature]
Rockcliffe Nursing Home

Alexandra
Tullamore Nursing Home

Rubina Khan
ALTAMONT NURSING HOME

APPENDIX "A"**RATES OF PAY**Registered Nurse

<u>STEP</u>	<u>JULY 1/04</u>	<u>JULY 1/05</u>
Start	21.12	22.49
1 Year	21.94	23.49
2 Years	22.92	24.28
3 Years	23.69	25.60
4 Years	24.98	26.66
5 Years	26.01	27.98
6 Years	27.30	29.24
7 Years	28.53	31.76
8 Years	30.69	34.39
9 Years	33.26	

Note: By initialing 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.

Head Nurse

<u>STEP</u>	<u>JULY 1/04</u>	<u>JULY 1/05</u>
Start	22.00	23.36
1 Year	22.81	24.41
2 Years	23.84	25.19
3 Years	24.60	26.56
4 Years	25.94	27.63
5 Years	26.98	28.98
6 Years	28.30	30.26
7 Years	29.55	32.81
8 Years	31.74	35.49
9 Years	34.36	

Percentage in Lieu

The twelve and one-half percent (12.5%) premium is given in lieu of benefits under Articles 12 except 12.04, 14, 17, and 18.

Where a casual 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%).

Effective July 1, 2005 the eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 12 except 12.04, 14, and 17.

APPENDIX "B"

ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. Anne-Maria Ollikainen
Simcoe Terrace Retirement Centre
44 Donald Street
BARRIE ON L4N 1E3
Telephone: 705-722-5750
705-737-5319

Ms. Anitta Robertson
Registered Nurses Association of Ontario
438 University Avenue, Suite 1600
TORONTO ON M5G 2K8
Telephone: 416-599-1925, ext. 216

Ms. Joan Edwards
40 Prince Albert Street
OTTAWA ON K1K 2A4
Telephone: 613-742-7437

APPENDIX "C"

CHAIRPERSONS RE 8.12 (B) DISPUTE RESOLUTION

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

APPENDIX "D"

PAY EQUITY AGREEMENT

Between:

ONTARIO NURSES ASSOCIATION
("the Union")

And:

THE PARTICIPATING NURSING HOMES
(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)
("the Employers")

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The adjustments in the Memorandum of Settlement dated April 27, 2001 resolve all the obligations for achievement of Pay equity. The Union agrees that it will not support any challenge to the settlement that achieved Pay Equity. If an individual or group of individuals seeks legal or administrative review of the settlement that achieved Pay Equity it is agreed that the Collective Agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity. If needed, the parties agree to have Kevin Burkett render a decision on the matter.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

LETTER OF UNDERSTANDING

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

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:

Article 1
Article 2.03
Articles 2.05-2.11
Articles 3-8
Articles 9.01(d) only, 9.03-9.13, 9.16
Article 10
Article 11 (except 11.05 (d) and (h))
Article 12 holidays-long weekends
Article 14.02
Article 17.05, 17.06
Article 19.02
Article 20, 21

Article 23 (except 23.01)

Appendix C

Letters of Understanding Re: Harassment and Discrimination, Transfer between
Homes and Dues

LETTER OF UNDERSTANDING

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

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:

**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

Re: Central Negotiating Team

This letter is applicable only in circumstances where the employer is a participant in central negotiations.

Central Negotiating Team

In the event that the parties agree to participate in central bargaining between the Ontario Nurses' Association and the Participating Homes, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending negotiations and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including Mediation/Arbitration. The parties, however, agree that these days are not to be counted against the number of ONA local union leave days provided in Article 11.02 (a). Notice will be given to the Employer as far in advance as possible.

LETTER OF UNDERSTANDING

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

RE: Harassment and Discrimination

Within three (3) months of the ratification of the Memorandum of Settlement or issuance of the arbitration award, the Employer will provide the Union with a copy of a policy in respect of harassment and discrimination. The Union may make suggestions to the Employer for its consideration. The policy will not be inconsistent with provisions of the collective agreement. A copy of the policy will be made available to all employees.

LETTER OF UNDERSTANDING

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

RE: Harassment and Discrimination

The parties agree that the process for dealing with harassment for reasons not specifically prohibited by the Ontario Human Rights Code is an appropriate subject matter at Labour Management Committee meetings.

LETTER OF UNDERSTANDING

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

RE: Transfers between Homes within Chain

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

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

LETTER OF UNDERSTANDING

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

RE: Dues

In the event that the employer is reviewing and updating its payroll software, consideration will be given to the feasibility of including notations as to the type of absence and the type of termination on the dues deduction lists, **so** as to allow for an easier reconciliation of the dues received to the expected dues based on the existing bargaining unit. Other factors that would improve the reconciliation process that would also be taken into account are the status of the employee (full-time or part-time) and the month for which the dues were deducted. Once an update has been implemented for the payroll software, future dues reports under Article 7.02 shall include the additional information available through the update.

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: Definition of Casual

The parties agree that the term part-time and any provisions in the collective agreement that relate to part-time apply to casual employees.

It is understood and agreed that existing provisions uniquely applicable to casual employees will continue to apply.

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

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and

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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.

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