

COLLECTIVE AGREEMENT

Between:

**INA GRAFTON GAGE HOME
(hereinafter referred to as the "Employer")**

And:

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

Expiry March 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish a mutually satisfactory employment relationship, an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible care and health protection for residents within the resources of Ina Grafton Gage Home.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Nurses with a temporary certificate of registration employed by Ina Grafton Gage Home in Toronto, save and except Infection Control Coordinator, Nurse Managers and persons above the rank of Nurse Manager.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A "full-time employee" is an employee who is regularly scheduled to work seventy-five (75) in a two (2) week period.
 - (b) A "regular part-time employee" is an employee who is regularly scheduled to work less than seventy-five (75) hours in a two (2) week period and a commitment to work at least four (4) shifts per pay period.
 - (c) All other employees shall be considered casual.
- 2.03 A registered nurse is a nurse who holds a General or Extended Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act and who provides proof, annually by February 15 or each year of current registration.
- 2.04 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her Certificate of Registration prior to the expiry of her Temporary Certificate. If the nurse fails to obtain her Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, but in any case not longer than one year from her date of hire, she will be deemed to be not qualified for the position of registered nurse and she will be terminated from the employ of Ina Grafton Gage Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.05 A nurse is required to present to the Director of Care or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect.

If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Employer will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

- 2.06 The word "employee" when used throughout this Agreement shall mean persons included in the above-described bargaining unit. Any reference to a specific classification will be stated in the provision.
- 2.07 (a) In order to protect the standard of care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation, in the event of an emergency situation, or situations when there are no bargaining unit employees who have made themselves available prior to the work being done. The above will not apply to special nurses employed by the residents.
- (b) The Union recognizes staffing is an exclusive management function. The Employer agrees that when it is decided to not fill a position following an employee's resignation, termination or layoff, the Employer will advise the Union of the decision. The Union may request a meeting to make representations on this matter.
- (c) The Employer will ensure that bargaining unit registered nurses will work at least two hundred and ten (210) hours per week and will ensure that the existing complement of four (4) full-time and four (4) regular part-time registered nurses shall be maintained except to the extent that any of these numbers may be increased to represent a new minimum number.
- 2.08 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 and undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.
- 2.09 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and visa-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.10 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependant coverage is available to the employee to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plan.
- 2.11 This combined agreement contains provisions applicable to full-time and part-time nurses unless written otherwise.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that the management of Ina Grafton Gage Home and the direction of the work force are exclusively fixed in the Employer except as specifically limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer, without restricting the generality of the foregoing, to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign, retire, discharge, direct, schedule, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) Plan, direct, and control the work and direction of employees, determine job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
 - (e) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the facility;
 - (f) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.
 - (g) Plan, direct and control Ina Grafton Gage Home operations.
- 3.02 It is agreed that the Employer shall exercise its rights in a reasonable manner and that the Employer shall not exercise these rights in a manner inconsistent with the provisions of this agreement.

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 or any applicable legislation.
- 4.02 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, marital status, nationality, ancestry, place of origin, residence, age, political or religious affiliation, sexual orientation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

- 4.03 Notwithstanding other provisions contained herein the Employer and the Union agree to abide by the Human Rights Code.
- 4.04 Provided an employee has followed reasonable policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

ARTICLE 5 - NO STRIKES AND 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.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer shall recognize the following representation:
- (a) A grievance committee of two (2) employees;
 - (b) A negotiating committee of two (2) employees and a Labour Relations Officer of the Ontario Nurses' Association;
 - (c) Two (2) Union Representatives. Upon mutual agreement of the parties, the number may be altered from time to time;
 - (d) Union – Management Committee
- A Union – Management Committee comprised 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 the Chairperson shall rotate between the parties.
- 6.02 The Union will provide the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.
- 6.03 The privileges of a Union Representative to leave her work without loss of basic pay to attend to Union business excluding negotiation for the renewal of the Collective Agreement and Arbitration is granted on the following conditions:
- (a) Such business must be between the Union and the Employer. Employees having grievances cannot discuss these with their Union Representative during working hours, except in the case of a discharged employee who shall be allowed to meet with his Union Representative for a period of not more than ten (10) minutes.

- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The Union Representative concerned shall obtain the permission of the supervisor concerned before leaving his work.
- (d) She must not enter a department or area other than her own, without explaining to the supervisor of such department or area her purpose before proceeding into that area.
- (e) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (f) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (g) In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's supervisor.
- (h) The Employer shall pay Negotiating Committee members who are employees their respective salaries for all time lost from regularly scheduled hours while negotiating the Collective Agreement and renewals thereof up to and including conciliation to a maximum of two (2) days for negotiations and one (1) day for conciliation. The Employer will schedule employees on the Negotiating Committee to work the day shift on negotiating or conciliation days.

6.04 The Union committees shall have the right to have the assistance of representatives or consultants from or acting on the behalf of the Ontario Nurses' Association.

6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee as early as practical during the first two (2) weeks of employment. The interview will be limited to fifteen (15) minutes. Such interviews shall take place on the Employer's premises at a time and place mutually agreed upon by the new employee, the representative and the Director of Care.

Note: All references to representatives and committee members in this Agreement shall be deemed to mean representatives and committee members who are employed by the Employer.

6.06 Occupational Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Ina Grafton Gage Home in order to prevent accidents, injury, or illness and agree to abide by the provisions of the Occupational Health and Safety Act.

- (b) The Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst the bargaining unit employees. The Employer agrees that the ONA representative on the Joint Health and Safety Committee will be trained as a certified worker within one (1) year of the date of ratification or award of this agreement.
- (c) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the employee may have a Union Representative present to discuss the circumstances surrounding the employee's return to suitable modified and/or accommodated work.
- (d) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.

6.07

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.06.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

6.08 Needlestick/Sharps Safety

The Employer, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Employer in consultation with the Joint Health and Safety Committee.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer shall deduct from the first pay of each month due to each employee covered by this agreement the sum equal to the monthly Union dues of each employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association by the 15th day of each following month, its cheque for the dues so deducted, along with a list of the names of the employees and the amount of such deduction for each employee. Each list shall show the social insurance number of each employee as well as the names of those employees who are on unpaid leave of absence and those who have terminated. The initial list shall contain the last known address of each employee.
- 7.02 At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.04 The Employer shall provide each employee with a statement of dues deduction for income tax purposes (T-4 Supplementary Slip).

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with the employee's immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. They will mutually attempt to find a satisfactory settlement.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires, may be accompanied by or represented by her Union representative. At Step 2 of the grievance procedure a staff representative of the Ontario Nurses' Association may be present at the request of either party.

- 8.03 Failing settlement of a complaint by an employee following the discussion with her immediate supervisor within ten (10) calendar days it may be taken up as a grievance within ten (10) calendar days following advice of her immediate supervisor in the following manner:

Step Number One:

The employee may submit a written grievance stating the specific article or articles allegedly violated, signed by the employee to the Director of Care. The Director of Care will deliver her decision in writing within ten (10) calendar days following the day on which the grievance was presented to her.

Step Number Two:

Within ten (10) days following the decision in Step No. 1, the grievance may be submitted in writing to the Administrator or designate. A meeting will then be held between the Administrator or designate and the Grievance Committee within ten (10) calendar days of the submission of the grievance at Step No. 2. It is understood that the Executive Director or designate may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within ten (10) calendar days following the date of such meeting. If the grievance is not settled, it may be referred to arbitration as herein after provided.

- 8.04 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties related to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

A written grievance will indicate the nature of the grievance, the article or articles allegedly violated 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 be 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 Executive Director 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 Number Two 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 reprimanded, disciplined, or 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 Number Two of the grievance procedure and must be presented in writing, dated and signed within ten (10) calendar days following the discharge.
- (c) A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the employee and making her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

- 8.09
- (a) If an employee is to be reprimanded or disciplined, she will have a Union representative present if she so requests.
 - (b) If an employee is to be suspended or discharged, the Employer shall notify her of this right in advance.

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 Number Two within ten (10) days after the circumstances have occurred stating the article or articles alleged to be violated. 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 stating the article or articles alleged to be violated with the Bargaining Unit President of the bargaining unit, with a copy to the Labour Relations Officer within ten (10) days after the circumstances have occurred.

A meeting will be held between the parties within ten (10) days. The Union shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

8.12

Arbitration

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board and shall be delivered to the other within thirty (30) calendar days for the reply under Step Number Two of the Grievance Procedure. The recipient of the notice shall, within thirty (30) 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 thirty (30) days of the receipt of notice referred to in Article 8.12(a) above, either party may require a process for a sole arbitrator:
- i) a job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues

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

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

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

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

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 not majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.20 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.

ARTICLE 9 - SENIORITY

- 9.01 (a) Seniority for full-time employees shall be credited as of the date of last hire into the service of the Employer.
- (b) Seniority for part-time employees shall be based on the total number of full or part-time tours worked since the date of last hire. Fifteen hundred (1500) hours shall be the equivalent to one (1) year of full-time seniority.
- (c) Newly employed full-time employee will be considered probationary for the first ninety (90) shifts (not less than six hundred and seventy-five (675) hours worked).
- (d) Newly employed part-time and casual employees will be considered probationary for the six hundred and seventy-five (675) hours worked.
- (e) Seniority shall then be credited as provided in Article 9.01 herein.
- 9.02 The Employer will keep up-to-date seniority lists both full-time and part-time, and will post the same in a conspicuous place, revise the same on January 31st and July 31st of each year and prior to any layoff. Copies of the current list will be provided to the Union.
- 9.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions.

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

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

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

- (a) When on an approved leave of absence without pay, not provided for in 9.03(b) above;
- (b) When absent due to layoff for a period of twenty-four (24) 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 up to 24 months;
- (d) When on illness absence not paid by the Employer for a period up to 18 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 reason satisfactory to the Employer is given;
- (d) Is laid off for more than twenty-four (24) 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 twenty-four (24) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) When on illness absence not paid by the Employer for a period in excess of twenty-four (24) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future; or

- (h) Fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify her intention to return within seven (7) calendar days after posting the notice of recall by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days thereafter 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 seven (7) consecutive calendar days. Employees may make written application to the Director of Nursing 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. A copy of the job posting shall be given to the Local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
- (b) Vacancies created by (a) above need only be posted for five (5) consecutive calendar days. Subsequent vacancies may be posted at the discretion of the Employer.
- (c) Where an employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- 9.07 (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the bargaining unit. 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) Provided the position still exists, the employee shall have the right to return to her former position upon return of the employee whose position she is filling.
- (e) The Employer will outline the conditions and duration of such vacancies where possible.
- (f) The Home may require a nurse to work days for up to 10 days per calendar year for the purposes of education and assessment.

9.08 In all cases of transfer or promotion the following factors shall be considered:

- (a) Skill, ability, qualifications;
- (b) Seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

9.09 Successful and unsuccessful applicants will be notified by the Director of Nursing. At the request of the employee, the Director of Nursing will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

9.10 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual or relief shifts. No new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.
- (b) Recall to a regular part-time or full-time position within a classification shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days and shall be available for work within an additional 7 days unless otherwise agreed.
- (c) Layoff and recall rights for full-time and part-time employees shall remain separate.
- (d) Cancellation of single or partial shifts will be on the basis of seniority of the employees in the bargaining unit on that shift. It is understood that casual employees shall be cancelled first followed by regular part-time and then full-time employees.

9.11 Notice to Union of Long Term Layoff

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

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

- (a) Provide the Union with ninety (90) days notice of such layoff;
- (b) Meet with the Union to review the reasons causing the layoff.

9.12 As much notice as possible of long-term layoff shall be given to each affected individual.

9.13 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.

9.14 Positions outside the bargaining unit

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

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

9.15 Change of status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of 1500 paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa.

In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

ARTICLE 10 - EMPLOYEE FILES

10.01 Having provided a written request to the Director of Care, or designate, an employee shall be entitled to access her employee file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care or designate, 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 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for eighteen (18) months.

- 10.04 A copy of any completed evaluation which is to be placed in a employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file.

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 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) Leave of absence for Union business shall be given to employees provided that the Union provides the Employer with at least two (2) weeks notice in writing of such leave where possible. Such leaves will not be unreasonably denied. During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the full cost of the salary and thirteen percent (13%) in lieu of benefits for both full-time and part-time employees.

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; 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 without loss of seniority or benefits 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 11.02 (a) above.

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 thirteen percent (13%) in lieu of benefits for both full-time and part-time employees.

To be eligible for salary and benefits payments, the employee must request the leave not less than seven (7) calendar days in advance unless the Board meeting is called less than seven (7) days prior to the date of the meeting in which case as much notice as possible shall be given to the Employer.

(c) Leave of Absence; 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 six (6) years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary, Employer contributions to benefits and percentage in lieu in the case of part-time employees. The employee agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

11.03 Professional and Education Leaves

(a) Leave of absence with pay to a maximum of three (3) working days per year for full-time employees and one (1) day per year for part-time employees shall be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial by the Employer to the employee's professional development, especially as it relates to her responsibilities with the Employer. It is understood that the employee shall provide the Employer with as much notice as practicable to ensure that there are replacement staff available. This leave shall not interfere with the efficient operations of the Home.

(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.

The Employer agrees to pay for CPR recertification. This payment will include both the registration fees for the course and the employees' time spent attending the course.

(c) Professional leave with pay will be granted to full-time and part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses to a maximum of six (6) days per year. Only one (1) representative may be absent at a time.

11.04 Compassionate Leave

(a) Upon the death of an employee's spouse, spouse to include common law or same sex partner, parent, child or stepchild to include the child of a common law or same sex partner, an employee shall be granted leave up to a maximum of four (4) continuous calendar days without loss of pay for scheduled days. 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 for scheduled days in conjunction with the date of the funeral. It is understood that the employee must be regularly scheduled to work such days to receive pay. 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. Immediate family shall also include immediate family of a spouse as defined above.
- (c) If the funeral is not attended, the paid leave shall be limited to two (2) consecutive days ending no later than the day of the funeral.
- (d) An employee who notifies the employer immediately may be granted up to one (1) day's absence without loss of regular pay for her scheduled hours to attend the funeral of an aunt, uncle, niece, nephew, a close friend, or relative not otherwise provided for in this Article.
- (e) Where it is necessary, because of distance, the employee may apply for personal leave of absence of up to seven (7) days without pay 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) Employees who are newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked towards the probationary period provided in Article 9.

The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) An employee who is on pregnancy leave as provided under this Agreement 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.

Parental Leave

- (f) 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.
- (g) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (h) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (i) An employee who is on parental leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance Parental 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 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.

11.06 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to serve as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a Court of Law, other than proceedings before the Ontario Labour Relations Board or Arbitration appearances on behalf of the Ontario Nurses' Association, or coroner's inquest, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided:

- (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.

ARTICLE 12 - PAID HOLIDAYS

12.01 All full-time employees shall receive the following Holidays without loss of pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

Two (2) floating holidays scheduled in advance with the Director of Care or designate within the calendar year earned, which shall be taken before December 15 of the year. The Anniversary day, which is not a premium day, is associated with the employee's anniversary date of hire and shall be scheduled thirty (30) days either side of their anniversary date at a mutually agreeable time.

- 12.02 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01.
- 12.03 (a) If a full-time employee works on a paid holiday, she shall be paid for all hours worked on the holiday at one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, she will receive another day off with pay at her straight time hourly rate times the number of hours in a normal daily tour as set out in Article 15.01 at a mutually agreeable time.
- (b) If a part-time employee works on any of the holidays listed in Article 12.01, she shall be paid at the rate of time and one half (1½) her regular straight time hourly rate for all hours worked on such holiday subject to Article 16.04.
- 12.04 (a) Lieu days are to be taken within 30 days of the statutory holiday at a time mutually agreed between the Director of Care or her designate and the employee.
- (b) A request for the scheduling of lieu days must be submitted to the Director of Care at least three (3) calendar days prior to the posting of the schedule.
- (c) Lieu days may be accumulated up to a total of three (3) days which shall be used prior to December 15 of the year.
- 12.05 When a full-time employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02, subject to the following:
- In order to qualify for pay for a holiday, an employee shall complete her last full scheduled shift immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:
- (a) Legitimate illness or accident confirmed by a physician's certificate which commenced within seven (7) days of the date of the holiday;
- (b) Vacation granted by the Employer;
- (c) The employee's regular scheduled day off;
- (d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 12.06 For the purposes of this Article an employee will be considered to have worked on a paid holiday if the majority of hours worked on a tour fall within the paid holiday.
- 12.07 When a holiday falls during an employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay.

- 12.08 Unless an employee requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall also schedule her to work the paid holiday.
- 12.09 Subject to the staffing requirement of the Home unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavor to schedule the employee off the paid holiday.

ARTICLE 13 – VACATIONS

- 13.01 Vacations with pay as scheduled by the Employer shall be granted to employees based on seniority and service as of June 30th each year.
- (a) Employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of two (2) weeks with two (2) week's pay.
 - (b) Employees who have completed two (2) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay.
 - (c) Employees who have completed five (5) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay.
 - (d) Employees who have completed fifteen (15) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.

Effective from the vacation year commencing July 1, 2010 employees who have completed twelve (12) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.
 - (e) Employees who have completed twenty (20) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay.
 - (f) Effective from the vacation year commencing July 1, 2010 employees who have completed twenty-eight (28) or more years of full-time continuous service (as of the date for determining vacation entitlement in the individual Employer) shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay.

- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

2 week entitlement – 4%
 3 week entitlement - 6%
 4 week entitlement - 8%
 5 week entitlement - 10%
 6 week entitlement - 12%
 7 week entitlement – 14%

- 13.02 (a) All regular part-time employees shall be entitled to vacation based upon the vacation entitlement of full-time employees. Vacation pay will be based on a percentage of her gross salary in the preceding year on the following basis:

2 week entitlement – 4%
 3 week entitlement - 6%
 4 week entitlement - 8%
 5 week entitlement - 10%
 6 week entitlement - 12%
 7 week entitlement – 14%

Equivalent years of service, calculated pursuant to the formula set out in Article 13.02 (b), shall be used to determine vacation entitlement.

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time nurse'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.

This payment will be received by the employee as part of the biweekly pay issued by the Home.

- (b) For the purpose of vacation entitlement, service for those employees whose status is changed 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. For the purpose of this Article 1500 hours of part-time service shall equal one year of full-time service and vice versa.

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

13.04

Scheduling

- (a)
 - i) Vacations may be taken at any time of the year provided adequate staffing of the Home can be maintained.
 - ii) There shall be no vacation scheduled during the last two (2) weeks of December and the first (1st) week of January. Provided resident care requirements allow employees may request one (1) or two (2) vacation days to be granted in conjunction with their statutory holiday. Conflicts related to this provision will be resolved on the basis of seniority.
- (b)
 - i) A vacation list will be posted by February 1 and remain posted until February 28 of each year. After February 28, vacation requests will be allocated in the order received. The Employer will endeavour to schedule vacation in accordance with employee requests.
 - ii) Vacation requests shall be submitted by February 28. The approved vacation schedule shall be posted no later than April 1.
 - iii) In cases of conflict, seniority shall be the governing factor with respect to the scheduling of vacations. Employees who fail to submit vacation requests by February 28 shall lose the right to exercise seniority rights in this matter. The vacation schedule shall not be changed unless it is with the Employer's approval.
 - iv) Employees will be scheduled for a maximum of four (4) weeks vacation at any one time during non-peak times and two (2) weeks during peak times. Peak times are defined as June 30th to September 1st of each year. A week of vacation is defined as five (5) days Monday to Friday and will include the weekend preceding and following.
 - v) Notwithstanding the above vacations in excess of two (2) weeks during peak times may be granted with the approval of the Administrator. This approval shall not be unreasonably denied.
- (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

13.05

The vacation year is July 1st to June 30th of each year. All employees shall take their vacation.

13.06

Employees may carry over from one year to the next a maximum of five (5) days which must be taken by the end of March of the succeeding year.

13.07

Where an employee's scheduled vacation is interrupted due to serious illness confirmed by a physician's certificate which commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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.

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 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to compassionate leave in accordance with Article 11.04. The portion of the employee's vacation which is deemed to be compassionate leave under the above provisions will not be counted against the employee's vacation credits.
- 13.09 Employees may not request pay in lieu of vacation time.
- 13.10 Subject to the requirements of the payroll processor, and employee who wishes to receive vacation pay before going on vacation shall make such a request in writing to the employee's supervisor two (2) weeks prior to the commencement of the vacation.
- 13.11 Vacation approvals will be provided to employees in writing. Approved vacation time will not be cancelled by the Employer without the consent of the employee.

ARTICLE 14 – ILLNESS ALLOWANCE

14.01 Sick Day Credits (Full-Time Only)

Sick leave means the period of time an employee is permitted to be absent from work without loss of regular earnings by virtue of being sick or disabled. Sick leave does not include accidents for which compensation is payable under the Workplace Safety and Insurance Act.

- (a) Following the successful completion of probationary period employees will be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one day per month for a total of twelve (12) days per year. Sick leave may be accrued over the years to a maximum of one hundred and twenty (120) working days available. Sick leave accumulation information will be made available to any employee upon request.
- (b) Full-time employees who terminate employment or retire after completing five (5) years or more of continuous employment or transfer to part-time status will receive the equivalent of fifty percent (50%) of their unused but accumulated sick leave credits. Sick pay credit for the ninety-first (91st) to one hundred and twentieth (120th) day of accumulated sick leave will be paid at seventy-five percent (75%) on termination of employment.

This allowance will not be paid to those employees who are terminated by the Employer for cause, or where a terminating employee has not given at least two (2) weeks notice in writing.

- (c) No sick day credits will be accumulated during any unpaid leave of absence from work, including pregnancy leave.

- 14.02 Employees reporting off sick shall notify the Employer as soon as possible before the start of any shift, but at least two (2) hours before, of any expected absence. A second call must be placed before 12 noon in the case of the day shift or 12 noon the next day in the case of evening and night shift to discuss the employee's return.
- 14.03 Where an employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for WSIB, that employee may utilize her sick leave credits, provided the employee has not received payment from the WSIB and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from WSIB if her claim were approved or the benefit to which she would be entitled under the sick leave plan.
- Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the WSIB. If the WSIB does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.
- 14.04 When an employee has completed any portion of her regularly scheduled tour prior to going on sick benefits or Workers' Safety and Insurance Board benefits, the employee shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 12 if she otherwise qualifies.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal tour shall be composed of 7.5 consecutive hours, exclusive of the unpaid meal breaks provided in 15.02 below.
- It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment as provided for in Article 16.02.
- 15.02 There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each eight (8) hour tour. If an employee is recalled to duty during the mealtime or a rest period, equal additional time shall be provided later in the tour.
- 15.03 **Scheduling Regulations**
- (a) The Employer will endeavour to provide full-time employees five (5) or more consecutive days off at Christmas or New Year's. The parties agree that scheduling provisions may be waived for the period of December 15 to January 15.
- It is understood that employees will work either Christmas or New Year's on an alternating yearly basis.

In the event employees may be granted both Christmas and New Year's off this will be granted at the employee's request and will be approved in accordance with bargaining unit seniority.

- (b) Tour schedules and days off determined by the Home shall be posted at least four (4) weeks in advance for a four (4) week period.
- (c) Requests for special days off are to be submitted to the immediate supervisor in writing at least two (2) weeks in advance of posting.
- (d) Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty or exchange initiated by the nurse and pre approved by the Director of Care or designate shall not result in overtime compensation or payment.

Such requests for change in posted schedule shall not be unreasonably denied.

- (e) No split shifts.
- (f) There will be a period of at least sixteen (16) hours off between shifts except in cases of emergency or in situations where this provision is waived by the employee.
- (g) No employee will be scheduled to work more than four (4) consecutive shifts unless mutually agreed between the employee and the Director of Nursing.
- (h)
 - i) full-time and regular part-time employees shall receive every second (2nd) weekend off.
 - ii) a weekend off shall be defined as at least sixty-four (64) hours off duty commencing at the conclusion of any scheduled shift on the Friday immediately proceeding.
 - iii) if such employee is required to work on a second and consecutive weekend, she shall be paid at the rate of time and one half (1 1/2) her regular straight time rate of that weekend and every subsequent weekend until a weekend off is scheduled, save and except where:
 - (1) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (2) such employee has requested weekend work; or
 - (3) such weekend is worked as a result of an exchange with another employee.
- (i) Employees who are members of the Bargaining Unit will have the opportunity to work extra hours or tours prior to the utilization of agency personnel.

ARTICLE 16 - PREMIUM PAYMENT

- 16.01 Employees shall not be scheduled or required to work in excess of normally scheduled hours of work without consent except in cases of emergency. An employee shall have the option of selecting compensating time off at one and one-half (1½) times the time actually worked in lieu of overtime or premium payment. Such payment shall not be counted towards any overtime entitlement for that pay period.
- 16.02 Premium payment of one and one-half (1½) times the regular straight time hourly rate shall be paid to an employee as follows:
- (a) For all work performed in excess of the employee's seven and one-half (7.5) hour tour;
 - (b) All work performed in excess of seventy-five (75) hours in a biweekly pay period;
- 16.03 Time worked as a result of missed breaks or meal periods will be paid at the appropriate straight time hourly rate.
- 16.04 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid the rate of time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.05 An employee who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours' pay at her regular rate of pay.
- 16.06 An employee who is called to come in to work less than two (2) hours prior to the commencement of a full tour shall have up to two hours following the call to arrive at work. If this two (2) hour period extends into the tour she shall be paid as though she had worked from the beginning of the tour provided that she arrives within the two (2) hour period following the call.
- 16.07 A shift premium of one dollar (\$1.00) per hour shall be paid to employees for all hours worked between the hours of 1500 hours and 2300 hours.
- Effective July 1, 2010 a shift premium of one dollar and fifty-five cents (\$1.55) per hour shall be paid to employees for all hours worked between the hours of 1500 hours and 2300 hours.
- 16.08 A shift premium of one dollar and twenty-five cents (\$ 1.25) per hour shall be paid to employees for all hours worked between the hours of 2300 hours and 0700 hours.
- Effective July 1, 2010 a shift premium of one dollar and eighty-five cents (\$ 1.85) per hour shall be paid to employees for all hours worked between the hours of 2300 hours and 0700 hours.

- 16.09 An employee shall be paid a weekend premium of one dollar and seventy-five cents (\$ 1.75) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- Effective July 1, 2010 an employee shall be paid a weekend premium of two dollars (\$ 1.00) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- 16.10 An employee who works a second consecutive tour shall be entitled to the normal rest periods and one half (1/2) hour paid meal period and a hot meal.
- 16.11 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay unless otherwise expressly provided for in this Agreement.

ARTICLE 17 – BENEFIT PLANS

The parties agree that the benefit plan in place effective the date of ratification will remain in effect for the duration of this agreement.

- 17.01 (a) The Employer will pay one hundred percent (100%) of the Ontario Health Insurance Plan through the Employer Health Tax.
- (b) The Employer will pay one hundred percent (100%) of the cost of a group life insurance plan that provides \$20,000 for all employees who have completed their probationary period. This policy will include Accidental Death and Disbursement in the same amount as the Life Insurance.
- 17.02 The Employer shall contribute one hundred percent (100%) of the cost of the single/family premium for full-time employees who have completed their probationary period for the following benefits:
- (a) Extended Health Care insurance with a \$10.00 (single) and \$20.00 (family) deductible, 100% coinsurance plan which includes semi-private hospitalization coverage (no deductible) and convalescent coverage with a daily maximum of \$20.00 per day for a maximum period of 120 days.
- (b) Private Duty Nursing to a maximum of \$10,000.00 per individual in any benefit period.
- (c) Vision care – up to \$300.00 per each consecutive twenty-four (24) month period.
- (d) Hearing Aids – up to \$400.00 per each consecutive four (4) year period.
- (e) A drug plan for generic prescriptions with no deductible.
- (f) Paramedical Coverage up to \$500.00 per person insured for the services of Acupuncturist, Audiologist, Chiropractor, Registered Clinical Psychologist, Registered Dietician, Masseur (physician referral required), Naturopath, Osteopath, Physio/Occupational Therapists, Podiatrist/Chiropodist, Social Worker(MSW required), Speech Therapist.

(g) Out of Province coverage – lifetime maximum for Major Medical Emergency \$1,000,000.00 and Major Medical Referral lifetime maximum of \$15,000.00.

- 17.03 The Employer shall provide a dental plan equivalent to Blue Cross Plan No. 9 that provides reimbursement of expenses for Basic Restorative and Periodontics – Endodontics, and Orthodontics coverage to a maximum of \$1000.00 per benefit period . The Employer shall pay fifty percent (50%) of the billed premium. There shall be no deductible and 100% coinsurance at the current ODA rates. There shall be no maximum amount of reimbursement.
- 17.04 The benefit period referred to in this Article shall be the 12 month period from January 1st to December 31st.
- 17.05 Employees who continue to work beyond the age of sixty-five (65) shall be entitled to participate in the benefit plans referred to in Articles 17.02 and 17.03.

ARTICLE 18 – RETIREMENT INCOME PLAN

18.01 The Nursing Homes and Related Industries Pension Plan

In this Article, the terms used shall have the meanings as described:

“Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked, including:

- (a) The straight time component of hours worked on a holiday;
- (b) Holiday pay, for the hours not worked; and
- (c) Vacation pay.

All other payments, premiums, allowances etc. are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

- 18.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to five percent (5%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being five percent (5%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

18.03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

18.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

18.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

(a) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of first Remittance

Seniority List (for purposes of calculations past service credit).

- (b) To be provided with each Remittance

Name
 Social Insurance Number
 Monthly remittance
 Pensionable Earnings
 Employer portion of arrears owing due to error, or late enrolment by the Employer

- (c) To be Provided Once, and if Status Changes

Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
 Termination date when applicable

- (d) To be Provided Once, if they are Readily Available

Gender
 Marital Status

- 18.06 An allegation of non payment of pension contributions may be subject to grievance and is arbitrable.
- 18.07 Employees may make additional voluntary contributions through payroll deduction to the existing self-directed Registered Retirement Savings Plan 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.
- 18.08 Where legislation or the Plan prohibits an employee from contributing to a RRSP because of age, an amount equivalent to the deductions in Article 18.01 will be directed to a Mutual Fund of the employee's choice.

ARTICLE 19 – PROFESSIONAL RESPONSIBILITY

- 19.01 In the event that the Employer assigns a number of residents or a workload to an individual employee or group of employees, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:
- (a) i) complain in writing to the Director of Care within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Union – Management Committee shall convene a meeting of the committee within fifteen (15) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union – Management Committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses; one (1)

chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen from a panel of five (5) independent registered nurses who are well respected within the profession and have experience in the field of Homes for the Aged.

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-one (21) calendar days of its appointment, and shall be empowered to investigate as is necessary, and to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.

(b) i) The list of the Assessment Committee is attached as Schedule "B" and forms part of this Agreement.

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

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

ARTICLE 20 – ORIENTATION AND INSERVICE

20.01 It is agreed that orientation and in-service programmes will be provided to all employees; these programmes shall be reviewed and updated from time to time by members of the Union – Management Committee.

20.02 Time spent at orientation or in-service programmes when the employee is required by the Employer shall be paid at the straight time rate of pay.

20.03 A newly employed employee shall be entitled to orientation and shall not be placed in charge until she has been fully oriented to the Home, and to the area where she will be working.

20.04 The following minimums are to be observed in the orientation - familiarization of an 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 the employees within the same classification in the Home;

(b) A period of orientation-familiarization shall be at least two (2) shifts on the day shift and one (1) shift on the night shift or evening shift.

(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.

ARTICLE 21 – MICELLANEOUS

- 21.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business.
- 21.02 A photocopy of this agreement will be issued to each employee now employed or who becomes employed within the bargaining unit. The cost of printing these agreements will be shared equally between the Employer and the Union.
- 21.03 The Ontario Nurses' Association may hold meetings in the Employer's premises with the Employer's permission at times agreed upon by the Union and the Employer.
- 21.04 Paycheques or pay statements are to be issued on alternate Wednesdays, with a clarified itemized statement of all earnings, deductions, premiums, vacation pay, percentage in lieu payments and changes of increment in an envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 21.05 Prior to affecting any changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Employer shall first discuss such proposed changes with the Union.
- 21.06 Each employee shall keep the Employer informed of any changes to relevant employment information. The Employer shall not be responsible for the failure of any notice to reach an employee whose current address is not on file.
- 21.07 In any circumstance where the Employer requires that an employee undergo a medical examination, the employee may choose her personal physician.
- 21.08 In any circumstance where the Employer requires that an employee obtain a medical certificate, the Employer shall pay the full cost of obtaining this certificate.
- 21.09 Employees are expected to schedule medical appointments outside of working hours. If an employee is unable to do so absence for such appointments during working hours will be considered absence without pay unless the appointment has been made at the Home's request.
- 21.10 Commitment levels for full and regular part-time employees shall be reviewed within sixty (60) days following the ratification or award of this agreement and annually thereafter.
- 21.11 Meals will be available to employees through Dietary Services at established prices. Meal tickets must be purchased in advance from the Receptionist.

- 21.12 Locker space will be available to employees at no cost to the employee, it is understood that there may be a need for employees to share locker space.
- 21.13 Parking will be provided at no charge as space permits.
- 21.14 The parties agree that staff and residents should be protected annually from Influenza. Ina Grafton Gage Home will provide Influenza Immunization annually without charge to all employees.
- 21.15 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 medication, she may be placed on 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 with 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 any 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 any 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 work as a result of an outbreak.

ARTICLE 22 – COMPENSATION

- 22.01 The salary rates in effect during the term of this agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement.
- 22.02 An employee who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her General Certificate of Registration shall be given the salary of the Registered Nurse.
- 22.03 The hourly salary rates for part-time and casual employees, inclusive of the percentage in lieu of fringe benefits in effect for the duration of the term of this agreement shall be those calculated in accordance with the following formula: Applicable straight time hourly rate + 13%. It is understood that any employee receiving percent in lieu payment at a rate higher than 13% on the effective date of this agreement will suffer no reduction in the percent in lieu payment received.

- 22.04 The hourly rates payable to part-time and casual employees include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this agreement. It is understood that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the forgoing, all part-time employees may on a voluntary basis enrol in the Retirement Income Plan. In this case the percentage in lieu of fringe benefits will be reduced to eight percent (8%).
- 22.05 (a) Claim for recent related experience, if any, shall be made in writing by the employee at time of hiring. The employee shall provide the Employer with verification of previous experience no later than the completion of the probationary period. Having established recent related experience the Employer shall credit the employee with one (1) annual service increment for each year of experience retro active to the employee's start date.
- (b) The annual increment shall be paid on each employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.
- 22.06 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, or where an employee alleges she has been improperly classified, 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 review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.
- Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step #2 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.
- 22.07 Any change in the rate established by the Employer through meetings with the Union or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

ARTICLE 23 – DURATION

- 23.01 This Agreement shall continue in effect until March 31, 2011 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 23.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

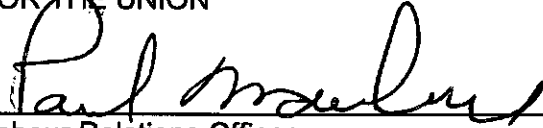
DATED AT Toronto, Ontario, this 19th day of September, 2011.

FOR THE EMPLOYER

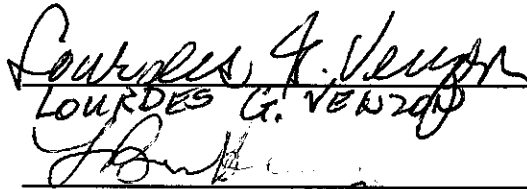


PERI TUAHER
ADMINISTRATOR

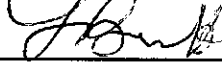
FOR THE UNION



Labour Relations Officer



LOURDES G. VENZO



Lita Mae Button

APPENDIX "A"

The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement. The hourly rate for an employee shall be as follows:

Salary Levels - Registered Nurse

	<u>Effective June 1, 2009</u>	<u>Effective April 1, 2010</u>	<u>Effective January 1, 2011</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

Retroactivity

The salary rates are retroactive on all hours paid. Retroactive pay shall be paid to all current employees within 60 days of the award. The Employer will contact former employees at their last known address on record with the Home, with a copy to the Union, within 30 days of the date of the award to advise them of their entitlement to retroactivity. Such employees will have a period of 60 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned. Retroactive pay to all former employees who file a claim will be made within 60 days of such claim.

APPENDIX "B"

PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS

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