

COLLECTIVE AGREEMENT

Between:

**Livingston Lodge Inc. (9162-1182 Quebec Inc.)
(hereinafter referred to as the "Employer")**

And:

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

EXPIRY: December 31, 2018

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement 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.
- 1.03 The Employer shall not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses, Registered and Graduate Practical Nurses, and Health Care Aides employed by Livingston Lodge Inc. (9162-1182 Quebec Inc.) in the City of Toronto, save and except **Health & Wellness Manager** and persons above the rank of **Health & Wellness Manager**.
- 2.02 The Employer recognizes the following categories of employees:
- (a) A "full-time employee" is an employee who is normally scheduled to work more than sixty (60) hours biweekly.
 - (b) A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
 - (c) A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her.
- 2.03 Registered Nurse
- 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.
- 2.04 Graduate Nurse
- A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing

certification requirements. This certification shall be completed within twenty-four (24) months following date of hire.

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

2.05 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.

2.06 The assignment of duties of registered nurses shall be in accordance with the Regulated Health Professions Act and the guidelines of the College of Nurses of Ontario.

2.07 Supervisors or others excluded from the bargaining unit will not perform any work normally performed by bargaining unit employees, if as a direct result, a layoff of bargaining unit employees' results.

It is also understood and agreed that unpaid volunteers may perform services, in order to enhance the care and well being of the residents. No bargaining unit members will suffer loss of employment, layoff, or a reduction in hours, as a result of volunteers being utilized to enhance care.

2.08 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

2.09 Work of the Bargaining Unit

(a) In order to protect the standard of care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:

- i) For purposes of instruction,
- ii) In the event of an emergency situation,
- iii) When performing developmental or experimental work, or
- iv) When employees are not available due to an employee not reporting for work as scheduled or not being available for work.

(b) No Employee may enter into an agreement with a resident and / or their responsible party with whom the Employer has a contractual relationship.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that the management of Livingston Lodge and the direction of the work force are fixed exclusively 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, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees, 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) Determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work schedules, the starting and stopping times of shifts, work assignments, methods of doing the work and the working establishment for any service;
 - (e) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
 - (f) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the facility;
 - (g) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.
- 3.02 It is agreed that the Employer shall exercise its rights and administer the Collective Agreement in a reasonable and fair manner.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced 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 "Harassment" means engaging in vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. Ref. *Human Rights Code*, Sec. 10(1)

- (a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, **gender identity, gender expression**, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. ref: *Human Rights Code, Sec. 7(2)*

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

An employee who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, an employee may follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

4.03 There shall be no discrimination on the part of the Employer or the Union by reason of any of the prohibited grounds of discrimination provided in the *Human Rights Code*.

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

4.04 The Employer and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the *Human Rights Code*.

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, as amended*.

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(s) of the Ontario Nurses' Association;
- (b) Three (3) Union Representatives.

Where an employee representative commences on an extended leave of absence, the Union will endeavour to find a temporary replacement for the employee representative from within the Home.

- (d) Union - Management Committee
 - i) There shall be an Union - Management Committee comprised of two (2) Employer representatives, one of whom shall be the **Health & Wellness Manager** or her designate and one of whom is the General Manager or her designate, and two members representatives of the Union who shall not both work in the same classification at the time of appointment of the committee.
 - ii) The Committee shall meet quarterly unless otherwise agreed. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least three (3) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the Committee members.
 - iii) The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
- (e) Employees in attendance at meetings with the Employer of any of the above-noted Committees shall not suffer loss of pay, service and seniority. These meetings shall be scheduled where practical during the employee's working hours.

6.02 The Union will supply the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.

The Employer is not required to recognize any employee as a member of any Committee or as a Representative of the Union without prior notice from the Union.

6.03 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer. Stewards shall have the right to

investigate and process grievances arising under this Agreement for reasonable periods during their scheduled working hours, without loss of pay, provided they first get permission from the supervisor and report back to the supervisor when finished with Union Business. It is understood that only one steward at a time will receive permission to process the handling of a grievance. Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer's premises during such periods. The Employer may limit time taken to investigate and process grievances if it interferes with the operation of the lodge.

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 month 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 **Health & Wellness Manager**.

6.06 **Joint Health and Safety Committee**

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended.
- (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 bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held quarterly or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and post the same for review. Two (2) representatives of the **Joint Health and Safety Committee**, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspections.

- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the **Joint Health and Safety Committee** in accordance with the foregoing, shall be granted and any representative(s) attending such meetings or carrying out her duties during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) The Employer will review the circumstances of all employees who are off work due to a work related injury (whether or not they are in receipt of benefits under the WSIA) at the meetings of the **Joint Health and Safety Committee** and those on long term disability by the 15th of the month following commencement of the absence.
- (i) The parties further agree that suitable subjects for discussion at the joint Union - Management Committee will include aggressive residents.

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

- i) Designing safe procedures for employees.
 - ii) Providing training appropriate to these policies.
 - iii) Reporting all incidents of workplace violence.
- (j) Injured Workers Provisions
- At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.
- (k) Infectious Diseases

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

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

The Employer will provide training and ongoing education in

communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

- 6.07 In the event that the employee's eyeglasses are broken by assault or injury in the line of work, the Employer will reimburse the employee for the cost of replacement up to \$100.00 upon production of a receipt and proof that the eyeglasses were broken as described above.
- 6.08 The parties agree that if incidents involving aggressive residents occur, such action will be recorded and reviewed at the **Joint Health and Safety Committee**. The parties further agree that a suitable subject for discussion at **Joint Health and Safety Committee** or at the Union - Management Committee include aggressive residents, and their families. The parties agree such incidents shall not be condoned.

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.

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 list will also show hiring, terminations, and changes in employment status (full-time/part-time) for bargaining unit employees. Once per year upon notification from the Union, the list shall contain the address of each employee as shown on the Employer's personnel records, of all current members. The information will be provided in the format requested by the Union including an electronic version if possible.
- 7.02 When given a change of address by an employee, the Employer will provide it to the Union.
- 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 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.
- 8.02 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 seven (7) calendar days after the circumstances giving rise to it have occurred or have come to the attention of the employee.
- 8.03 At the time formal discipline is imposed or 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.
- 8.04 Failing settlement of a complaint by an employee following the discussion with her immediate supervisor within seven (7) calendar days it shall be taken up as a grievance within seven (7) calendar days following advice of her immediate supervisor in the following manner:

Step Number One:

The employee may submit a written grievance, signed by the employee to her immediate supervisor. The immediate supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her/him.

Step Number Two:

Within seven (7) days following the decision in Step No. 1, the grievance may be submitted in writing to the General Manager or designate who will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her/him.

Step Number Three:

Within seven (7) days following the decision in Step No. 2, the grievance may be submitted in writing to the General Manager or designate. A meeting will then be held between the General Manager or designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 3, unless extended by agreement of the parties. It is understood that the General Manager 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 seven (7) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer. If the grievance is not settled, it may be referred to arbitration as herein after provided.

8.05 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor and will be signed by the grievor where possible as contemplated by 8.04.

8.06 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer or the Union 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.

8.07 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.

8.08 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 General Manager or her designate within seven (7) days after the circumstances giving rise to the grievance have occurred or have come to the attention of one (1) or more 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.

8.09 Discharge Grievance

(a) A registered nurse shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period, may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

(b) An employee other than a registered nurse shall only be discharged from employment for just cause, except that an employee who has not completed the probationary period may be terminated at any time during the probationary period without recourse to the arbitration procedure. An allegation of action contrary to this clause may be taken up as a grievance.

- (c) Such grievance shall proceed directly to Step Number Three of the grievance procedure and must be presented in writing, dated and signed within ten (10) calendar days following the discharge.
- (d) A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the employee and making him/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.

8.10 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 seven (7) days after the circumstances have occurred. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.11 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 ten (10) calendar days from the reply under Step Number Three of the Grievance Procedure. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.
- (b) Within thirty (30) calendar days of the receipt of notice referred to in Article 8.11(a) above, either party may require a process for a sole arbitrator where the grievance concerns:
 - i) A job posting
 - ii) A short term layoff
 - iii) Responsibility pay, premiums, overtime and call-in pay
 - iv) Entitlement to leave
 - v) Scheduling issues

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

- (c) Once appointed the Board of Arbitration shall have the power to mediate/arbitrate the grievance, and other powers under Section 50 of the *Labour Relations Act* including the power to impose a settlement in accordance with Article 8.16.

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.

- 8.12 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.
- 8.13 The decision of a majority is the decision of the Arbitration Board, but if there is not a majority the decision of the Chairperson shall govern.
- 8.14 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 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.
- 8.19 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 8.20 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.**

By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.

The cost of the Mediator will be shared between the parties.

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 at Livingston Lodge shall accumulate on the basis of hours paid in the bargaining unit while employed since the late date of hire. Part-time Registered Nurses employed within the classification of Registered Nurse at Livingston Lodge shall accumulate seniority on the basis of fifteen hundred (1500) hours paid at Livingston Lodge equals one year of seniority. Part-time employees employed in classifications other than that of Registered Nurse shall accumulate seniority on the basis of seventeen hundred (1700) hours paid at Livingston Lodge equals one year of seniority.
- (c) Newly employed full-time employees will be considered probationary for the first four hundred and fifty (450) hours paid.
- (d) Newly employed part-time employees will be considered probationary for the first four hundred and fifty (450) hours paid or six (6) calendar months, whichever occurs first.
- (e) Seniority shall then be credited as provided in Article 9.01 herein.
- 9.02 The Employer will keep up-to-date seniority lists for all classifications, both full-time and part-time, and will post the same in a conspicuous place, revise the same every six (6) months and prior to any layoff and supply copies of the current list to the Union Representative.
- 9.03 Seniority shall be retained and accumulated where 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.

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 (a) above
- (b) When absent due to layoff for a period of eighteen (18) calendar months
- (c) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond 24 months
- (d) When absent due to illness or injury, not paid by the Employer, for a period up to including eighteen (18) months.

9.05 Loss of Seniority

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

- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent from work in excess of three (3) working days without a reasonable excuse;
- (d) Is laid off for more than eighteen (18) calendar months;
- (e) Retires;
- (f) When absent and in receipt of Benefits under the WSIA as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) 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 thirty (30) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future.
- (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 part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the

parties. It shall be the responsibility of the employee to keep the Employer informed of her current address, as provided for in 20.06

- (i) Fails to return from an authorized leave of absence.
- (j) Accepts gainful employment during any leave of absence without gaining the Employer's consent prior to the leave.

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

9.06

Job Postings

- (a) Where a vacancy occurs due to a transfer, resignation, termination, or when a new position is created within the bargaining unit, (unless the Employer intends to postpone or not fill a vacancy which the Union will be informed of and may make representation on) such vacancy shall be posted in the workplace for a period of seven (7) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. **A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.**
- (b) 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. Any delay in the final selection to fill a vacancy, which occurs due to the absence of an applicant on vacation, shall not be a violation of the job posting provisions.
- (c) 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.
- (d) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- (e) The Employer agrees that when it is decided to not fill a position following an employee's resignation, the Employer will, at the time the decision is made, provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

9.07 Temporary Vacancies

- (a) Vacancies which are not expected to exceed eight (8) weeks may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees within the classification or a higher classification 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) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.
- (d) The Employer will outline the conditions and duration of such vacancies where possible. Temporary vacancies shall not exceed the duration of the leave required by the incumbent.

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

- (a) Skills, qualifications and ability;
- (b) Seniority.

9.09 Unsuccessful applicants will be notified. At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which they can improve for future postings.

Layoff/Recall

- 9.10 (a) A layoff shall be defined as a permanent reduction in the workforce or a permanent reduction in the regular hours of work. The Employer shall notify employees who are to be laid off, and the Union, as much in advance as reasonably possible.
- (b) In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualifications to perform the work.

It is understood that, at the time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with this provision.

Recall shall be in the reverse order of the layoff in the classifications(s) in which the layoff occurred.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

No new employee shall be hired while there are employees on layoff who have the necessary qualification, skills and ability to perform the duties of the job. It is understood and agreed that the first to be laid off are probationary employees followed by those who work casual part-time/ relief shifts in the affected classification.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) working days but less than eight (8) weeks as provided in Article 9.07 of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.

9.11 The Employer shall inform the Union of any proposed layoffs. The Union may, after being informed, request a meeting within twenty (20) days of the notification to make representation on the proposed changes.

9.12 A minimum of thirty (30) day's notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in the *Employment Standards Act*. This does not apply to probationary or casual part-time/relief employees.

9.13 Severance pay will be in accordance with the provisions of the *Employment Standards Act*, if applicable.

9.14 Notice to Union of Long Term Layoff

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

- (a) Provide the Union with thirty (30) days' notice;
- (b) Meet with the Union to review the following:
 - i) The reasons causing the lay-off;

- ii) Any changes to the residential services to be provided after the lay-off;
- iii) The method of implementation, including areas of cutback and the employees to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen (13) weeks.

9.15 An employee who has been notified of a long term layoff may:

- i) Accept the layoff; or
- ii) Opt to retire if eligible; or
- iii) Elect to transfer to a vacant position provided that she is qualified to perform the available work; or
- iv) Displace another employee in any classification who has lesser bargaining unit seniority and who is the least senior employee in the classification whose work the employee is qualified to perform.

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

9.17 Position outside the bargaining unit

- (a) An employee **may** substitute temporarily in a position outside the bargaining unit **with the Employer for up to fifteen (15) months from the date of the assignment.** Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. **The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.**

Note: Where at any time prior to the date of ratification/award an employee commences a promotion to a permanent position outside the bargaining unit, the employee will retain their right to be credited with service and seniority while outside the bargaining unit if she/he is returned to the bargaining unit within three (3) months.

- (b) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

9.18 Change of Status

- (a) A part-time employee employed within the Registered Nurse classification whose status is altered to full-time will be given credit for seniority and service on the basis of fifteen hundred (1500) paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.
- (b) A part-time employee employed in a classification other than the Registered Nurse classification whose status is altered to full-time will be given credit for seniority and service on the basis of seventeen hundred (1700) 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 **Health & Wellness Manager**, 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 **Health & Wellness Manager** 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 one (1) year.
- 10.04 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add her views to such evaluation which shall be placed in her file alongside the evaluation.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Personal Leave of Absence

The General Manager 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 Retirement Home. Employees when applying for such leave shall indicate the proposed date of departure and return and the reasons for the leave. 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 gives the Employer at least two (2) weeks notice 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 Union agrees to reimburse the Employer for such salary and benefits as well as premiums such as EHT, EI, CPP, and WSIA and lieu of benefits in the case of part-time employees. The Union agrees to reimburse the Employer for such salary, benefits and premiums within thirty (30) days of the date of the invoice.

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed twenty (20) working days in a calendar year.

- b) Leave of Absence; Board of Directors and Local Coordinators 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 (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 percentage in lieu in the case of part-time employees within thirty (30) days of the date of the invoice.

- (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 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 may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

11.04 Bereavement

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child, parent, sibling, mother-in-law, father-in-law, grandparent or grandchild, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay.
- (b) Upon the death of an employee's brother-in-law, sister-in-law, legal guardian, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of two (2) consecutive days without loss of pay.

An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his aunt/uncle, niece or nephew.

- (c) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he/she is receiving payment for holiday pay or during a paid or unpaid leave of absence, while on sick leave or in receipt of benefits under WSIA.
- (d) It is understood that payment of bereavement leave is only for the employee's actual scheduled days missed from work.

Note: Where it is necessary, because of distance, the employee may be provided up to four (4) days' additional unpaid leave.

11.05 Pregnancy /Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time which is as follows:

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks before the expected birth date.
- (b) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave

and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

- (c) An employee, who is the birth mother, shall be granted seventeen (17) weeks unpaid pregnancy leave. If an employee has taken a pregnancy leave, she shall be granted a further thirty-five (35) weeks of unpaid parental leave. If an employee has not taken a pregnancy leave, she/he shall be granted thirty-seven (37) weeks of unpaid parental leave.

Birth mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.

- (d) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (e) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.
- (f) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (g) Employees newly hired to replace employees who are on a pregnancy/parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions related to such employment.
- (h) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced, or, if it is higher, the rate of pay the employee would have been earning had she worked through the leave.

- (i) An employee shall give at least two (2) weeks notice of her intention to return to work, however, her leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.
- (j) The Home may require on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Home, furnish medical proof of her fitness to resume her employment following her leave of absence.
- (k) Supplemental Unemployment Insurance (SUB)

An employee who is on pregnancy or parental leave as provided under this agreement, who has applied for, and is in receipt of unemployment insurance parental or pregnancy benefits pursuant to sections 22 and/or 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of employment insurance parental or pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying his/her regular hourly rate on their last day worked prior to the commencement of her leave, times her normal weekly hours, plus any wage increase or salary increment that she would be entitled to receive if she were not on parental leave.

In addition to the foregoing, the Employer will pay the employee seventy-five percent (75%) of her/his normal weekly earnings during the first two (2) week period of the leave while waiting to receive employment insurance benefits.

11.06

Jury Duty and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend 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 or coroner's inquest, in connection with a case arising from an employee's duties at the Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) Notifies the Home immediately on the employee's notification that he/she shall be required to attend at court;

- (b) Presents proof of service requiring the employee’s attendance; and
- (c) Deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

11.07 Effect of Absence

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

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

ARTICLE 12 – PAID HOLIDAYS

12.01 The Employer recognizes the following as paid holidays for full-time employees:

- (a)

New Year’s Day	Victoria Day
Civic Holiday	Canada Day
Thanksgiving Day	Labour Day
Christmas Day	Boxing Day

Good Friday One Floating Holiday
 Family Day (3rd Monday in February)

- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this agreement, such holiday will replace one of the designated holidays or Float Day.

Float Language:

Full-time employees who have completed their probation shall be entitled to an additional float holiday annually. Requests for the float day must be submitted in writing to the supervisor at least two weeks in advance of the posting of the schedule.

Granting of the request shall be subject to the operations of the facility and will not be unreasonably withheld.

12.02 Qualifying for Holidays

In order to qualify for paid holiday entitlement, a full-time employee must have worked her full schedule shifts immediately prior to and following the paid holiday.

It is understood that an employee will not be required to work his/her scheduled shift before or after a paid holiday if he/she is absent on sick leave, or if he/she is on an authorized leave of absence.

If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

Notwithstanding the preceding, when an employee is absent from the shift before and/or following the holiday due to illness, the employee will be eligible for one day's holiday pay during any one period of illness.

12.03 Lieu Days

- (a) Lieu days are to be scheduled at a time mutually agreed between the **Health & Wellness Manager** and the employee.

- (b) A request for the scheduling of lieu days must be submitted to the **Health & Wellness Manager** at least three (3) calendar days prior to the posting of the schedule.

12.04 Forfeiting of Holiday Pay

Subject to Article 12.02, an employee scheduled to work on a holiday and who does not report shall forfeit her holiday and her holiday pay unless the absence is due to illness confirmed by a doctor's certificate in which case the employee will receive holiday pay.

12.05 Falls on a Day Off

Subject to Article 12.02, when any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time designed by mutual agreement within thirty (30) days prior to or thirty (30) days following the holiday.

12.06 Computing Holiday Pay Hours

Holiday pay will be computed on the basis of the number of hours the employee normally works.

ARTICLE 13 – VACATIONS13.01 Calculating Vacation

For the purpose of calculating a full-time employee's eligibility, the employee's anniversary date of hire shall be used. For part-time employees vacation entitlement shall be determined using the formula in 9.01 (b).

13.02 A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

Less than one (1) year	1 working day for each month of service, to a maximum of ten (10) days.
After one year of service	2 calendar weeks with pay at 4%
After 3 years of service	3 calendar weeks with pay at 6%
After 8 years of service	4 calendar weeks with pay at 8%
After 15 year of service	5 calendar weeks with pay at 10%
after 25 years of service	6 calendar weeks with pay at 12%

Years of Service – is based on the anniversary date of Employment, or formula for part-time employees as in Article 9.01 (b).

Registered nurses shall be entitled to the following vacation entitlement:

- (a) Employees who have not completed one (1) year of service will be granted one and one quarter (1 ¼) days vacation for each month of service. Vacation pay for such employees will be six percent (6%) of gross earnings during the vacation year.
- (b) Employees with one (1) year of service shall receive fifteen (15) days vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
- (c) Employees with three (3) years of service shall receive twenty (20) days vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

- (d) Employees with fifteen (15) years of service shall receive twenty-five (25) day's vacation. Vacation pay for such employees shall be ten percent (10%) of the gross earnings in the vacation year.
 - (e) Employees with twenty-two (22) years of service shall receive thirty (30) days vacation. Vacation pay for such employees shall be twelve percent (12%) of the gross earnings in the vacation year.
 - (f) Part-time employees (regular and casual part-time) shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one (1) year of service.
- 13.03
- (a) The periods at which employees shall take vacations will be based on the selection by the employees according to seniority, but shall be subject to the approval of the manager or designate having due concern for the proper operation of the home.
 - (b) Vacations are not normally cumulative from year to year; however, requests for carry over of vacation into the next year which are presented in writing with two months' prior notice on or before November 1st, will be reviewed and considered on an individual basis.
- 13.04
- Every effort shall be made so that the employee may take their vacation during prime time that is during the period of June 15 to September 15. Unless requested by an employee, vacation shall be scheduled for two (2) continuous weeks.
- 13.05
- On March 15th of each year, the Employer shall post a notice informing employee that by April 15th, all employees must advise their immediate supervisor of their choice of vacation dates in accordance with annual entitlement.
- 13.06
- Not later than May 15th, the Employer shall post a notice listing the names of all employees with corresponding vacation schedule dates and such schedule dates shall not be changed except with the employee's consent.
- 13.07
- Vacation pay shall be paid on the payroll days, which apply to the pay periods during which a vacation leave occurs.
- 13.08
- An employee terminating employment for whatever reason shall be paid their proportionate amount of vacation pay owing to them on their final pay cheque.
- 13.09
- If a paid holiday falls or is observed during an employee's vacation period, and she/he qualifies as per Article 12, she/he will be allowed an additional day with pay at a time mutually agreed between the employee and the Employer.
- 13.10
- (a) One week of vacation shall be defined as seven (7) consecutive

calendar days.

- (b) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- (c) Vacation may commence on any day of the week.
- (d) 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 April 15th 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.

13.11 Where an employee's scheduled vacation is interrupted due to serious illness 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.

13.12 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to compassionate leave in accordance with Article 11.

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.

ARTICLE 14 – SICK LEAVE - FULL-TIME EMPLOYEES

14.01 Sick leave is for the sole and only purpose of protecting an employee from loss of income when they are absent from work because of illness or accident not compensable under Workers' Compensation.

14.02 After completion of 450 hours, each full-time employee shall be credited with 3 days (22.5 hours).

14.03 A full-time employee shall be credited with seven and one-half (7.5) hours for each one hundred and fifty (150) paid hours of employment to a total maximum accumulation of two hundred and twenty-five (225) hours.

14.04 An employee who is sick on a scheduled workday will be paid for the scheduled day missed, if sick leave credits are available, and such time will be deducted from her/his accumulated sick day credits.

- 14.05 A **medical certificate from the employee's physician (or nurse practitioner or midwife, in the context of the employee's pregnancy)** may be required when an employee is **ill or injured and missed two (2)** consecutive shifts of work, in situations where the Employer has reason to suspect abuse, or where a pattern of sick leave exists. The cost of such certificates shall be paid by the Employer.
- 14.06 Annually, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.
- 14.07 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of income protection.

ARTICLE 15 - HOURS OF WORK

- 15.01 The shift shall be composed of seven and one-half (7½) consecutive hours in any twenty-four (24) hour period, excluding mealtime. The normal work week shall be composed of up to thirty-seven and one-half (37½) hours per week.
- This definition shall not be interpreted as guarantee of hours of work per day or week or days of work per week.
- 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 under Article 16.
- 15.02 The Employer shall maintain a call-in list. All employees will be included on the list unless a satisfactory reason to be removed from the list is given in writing to the Employer. Call-ins will be by shift, not by number of hours. Each call-in will be indicated in the call-in book as "accepted", "no answer", or "refused".
- The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay.
- Part-time staff have regularly scheduled shifts and their first commitment is to those shifts.
- 15.03 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal

period will be taken within two (2) hours of the interruption. If the employer and employee are unable to reschedule such time, she shall be paid time and one-half (1 ½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.

15.04 Employees shall be permitted a fifteen (15) minute rest period in the first half and second half of a shift in an area made available by the Employer.

15.05 The workweek shall commence at 11:00 p.m. **Sunday** night.

15.06 Rest Periods

(a) Employees working a regular 7.5 hours shift shall receive one (1) paid 15 minute rest period in the first and second half or his/her shift, as well as a one-half (1/2) hour unpaid uninterrupted meal period.

(b) Employees working shifts of five (5) hours or more but less than seven and one-half (7.5) hours shall receive a one-half (0.5) hour unpaid uninterrupted meal period and one fifteen (15) minute paid rest period.

(c) Employees working less than five (5) paid hours shall receive one paid fifteen (15) minute rest period.

15.07 No employee shall work more than 6 consecutive days except by an agreement between the Parties or as a result of a shift exchange.

15.08 Employees will not be required to work split shifts.

15.09 (a) A day shift shall be one in which the majority of scheduled hours falls between 7:00 am and 3:00 pm.

(b) An afternoon shift shall be one in which the majority of scheduled hours falls between 3:00 pm and 11:00 pm.

(c) A night shift shall be one in which the majority of scheduled hours falls between 11:00 pm and 7:00 am.

15.10 Scheduling Regulations

Scheduling shall be in accordance with:

(a) Work schedules determined by the Employer shall be posted two (2) weeks in advance for a four (4) week period.

(b) Requests for special days off are to be submitted to the immediate supervisor in writing at least two (2) weeks in advance of posting.

- (c) Request for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts of work. In any event, it is understood that such shift of work or exchange initiated by the employee and approved by the **Health & Wellness Manager** shall not result in overtime compensation or payment.

ARTICLE 16 - PREMIUM PAYMENT

- 16.01 Premium payment of one and one-half (1½) times her regular straight time hourly rate shall be paid to an employee as follows:
- (a) For all work performed in excess of 7.5 paid hours in a 24 hour period;
- (b) For all work performed by an employee in excess of 75 paid hours biweekly.
- 16.02 If the major part of the employee's shift is worked on any defined holiday, such employee shall be paid at one and one-half (1.5) times her regular rate for all work performed on that shift. The shift so defined will constitute the employee holiday shift.
- 16.03 **Call-Back**
- A full-time employee who has been called back to work by the Employer after completing her earlier shift shall be paid for a minimum of three (3) hours at overtime rates providing her original shift was seven and one half (7.5) hours in duration.
- 16.04 An employee who reports for work at her regularly scheduled time and is advised that there is no work available shall be given at the Employer's option, four (4) hours work or four (4) hours of pay at her applicable hourly rate. It shall be the responsibility of the employee to keep the Employer advised of her current address and telephone number.
- 16.05 No employee will be temporarily laid off from her scheduled shift in order to avoid overtime payment of time and one-half unless such change is mutually agreed between the employee and the Employer.
- 16.06 **Overtime Payment**
- Failure to provide at least eight (8) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period. This provision does not apply if less than eight (8) hours rest period occurs because an employee accepts a call-in shift.
- 16.07 Employees who are called into work and who report for work within one half-hour of the call shall be paid from the time of the call or the beginning of the shift, whichever is less.

- 16.08 An employee required to work more than five (5) hours overtime shall be allowed a one-half hour meal break and a fifteen (15) minute paid break.
- 16.09 Overtime and call-back time shall be divided as equally as possible amongst employees who are willing and qualified to perform the available work.
- 16.10 In event overtime is required to be worked at the end of a regularly scheduled shift, such work will be offered by seniority to the employees who are at work in the classification where the overtime is to be worked.
- 16.11 There shall be no overtime worked in any operation except in cases of emergency or unforeseen operational requirements while there are available employees on layoff able to perform the work.
- 16.12 Except as permitted by Article 15, where an employee works more than 6 consecutive days without 1 day off, the 7th will be considered overtime.
- 16.13 A shift premium shall be provided to both full time and part time employees for all hours worked between 3:00 p.m. (1500 hours) and 7:00 a.m. (0700 hours) at the rate of thirty (\$0.30) cents per hour for all hours worked for non-registered nurses and fifty cents (\$0.50) per hour for all hours worked for registered nurses.
- Effective January 1st, 2005, increase thirty cents (\$0.30) to thirty-five cents (\$0.35).
- 16.14 There shall be no pyramiding or duplicating of overtime or premium rates or any other benefit under this agreement.
- 16.15 If an employee who is scheduled to work a four or more hours shift reports for work and is notified that no work is available, she shall be paid a minimum of three hours (3) hours' pay at her regular rate and shall remain at the Home.

ARTICLE 17 – BENEFITS

- 17.01 The Employer shall contribute the specified amount of the premium cost of the following for all full time employees who have completed their probationary period on the following basis:
- (a) The Employer will pay one hundred (100%) percent of the cost of a life insurance plan in the amount of \$25,000 for full-time employees, effective date of ratification.
 - (b) The Employer will pay fifty (50%) percent of the premium of the dental plan (Blue Cross #9) or equivalent at current ODA rates (as amended from time to time).

- (c) The Employer will pay one hundred (100%) percent of an extended health care plan including vision care of **\$180.00** over 24 months, effective **December 31, 2018**.
- (d) Registered Nurses, both full-time and part-time are to receive 12.5 % in lieu of these benefits.

A full-time registered nurse may make an irrevocable election to participate in any benefit plan provided in this Article once in her/his employment with the employer. This election must be made by incumbent registered nurses within sixty (60) days of the signing of this agreement, or within sixty (60) days of hiring or achieving registered status. In such cases the employer shall deduct the cost of the premiums to the employer from the percentage in lieu.

17.02 Drug Card

Employees covered under the drug plan will receive a drug card where the drug cost will be directly billed to the insurance company.

- 17.03 (a) Notwithstanding the provisions of Article 17.01 above, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 17.01 (a) Reduce life insurance by 50% to the equivalent of twelve thousand and five hundred dollars (\$12,500).
- 17.01 (b) Dental
- 17.01 (c) EHC

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Article 21.04 for all items now included in the payment.

(b) The Nursing Homes and Related Industries Pension Plan

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

.01 "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:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and

(iii) 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.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being one percent (1%) of applicable wages.

Effective **July 1, 2017** each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to **three percent (3%)** of applicable wages to the Plan. The Employer shall match such contributions, the amount being **three percent (3%)** 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.

.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.

.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.

- .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:

- (i) 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).
- (ii) To be provided with each remittance

Name
 Social Insurance Number
 Monthly remittance
 Pensionable earnings

(iii) To be provided once, and if status changes

Address as provided to the Home
 Termination date when applicable

(iv) To be provided once, if they are readily available

Gender
 Marital status

ARTICLE 18 – PROFESSIONAL RESPONSIBILITY

Note: Article 18.01 applies to Registered Nurses

18.01 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 **Health & Wellness Manager** 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 Retirement Homes. 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 decisions 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 Appendix "B" and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable 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 19 – ORIENTATION AND INSERVICE

19.01 It is agreed that orientation and inservice 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.

19.02 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.

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 adequate orientation / familiarization shall be provided by the Employer.
- (c) 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 20 – MISCELLANEOUS

- 20.01 The Employer agrees to supply and make available to the Union for posting of seniority lists and Union notices one (1) bulletin board to be placed in a location to be determined by the Union - Management Committee so as to inform all employees in the bargaining unit of the activities of the Union. All Union notices will be forwarded to the General Manager prior to posting. Permission to post will not be unreasonably withheld.
- 20.02 Copies of this agreement will be reproduced in a format agreeable to both the Union and the Employer. The Employer shall distribute a copy to each employee. The cost of such reproduction will be borne equally by the Employer and the Union.
- 20.03 The Employer shall deposit pay into each employee's bank accounts on a biweekly basis. Each employee shall be provided with a clarified itemized statement of all deductions, premiums 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.
- 20.04 In any circumstance where the Employer requires that an employee undergo a medical examination, the employee may choose her personal physician.
- 20.05 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.
- 20.06 Each employee shall keep the Employer informed of any changes to relevant employment information.
- 20.07 The Employer will provide to the secretary of the local Union with a quarterly list of new hires, layoffs and recalls within the bargaining unit.
- 20.08 Influenza Vaccine
- Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the employer will pay the cost for such medication.
- If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or the employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employee's physician of such medical

condition in consultation with the employer's physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

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

ARTICLE 21 COMPENSATION

- 21.01 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.
- 21.02 Each employee shall be placed on the salary grid in accordance with her service with the Home, including recognition of her past experience as set out in 21.06 (a).
- 21.03 A registered nurse who is designated to temporarily relieve the **Health & Wellness Manager**, shall be paid ten dollars (\$10.00) per complete tour in addition to her salary. The Employer and the Union agree that such benefits are not to be included for purposes of computing any premium or overtime payment.
- 21.04 The percentage in lieu of fringe benefits shall be retroactive to October 15, 2001 and shall be 12.5% for part-time and full-time registered nurses and 10% for all other part-time and relief employees.
- 21.05 The payment made under Article 21.05 herein shall be in lieu of all fringe benefits which are paid to full-time employees in Articles 14 and 17 of this agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.
- 21.06 (a) Claim for recent related experience, if any, shall be made in writing by the registered nurse at time of hiring. The registered nurse shall provide the Employer with verification of previous experience no later than the completion of the probationary period. The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid.
- (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 registered nurses and 1800 hours paid in the case of all other part-time employees.

21.07 Except where uniforms are provided by the Employer or where uniforms are not required, the Employer shall contribute \$8.00 each month to each full time employee towards the cost of purchasing and maintaining uniforms.

21.08 **Retroactivity**

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

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

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

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

ARTICLE 22 – DURATION

22.01 This Agreement shall continue in effect until December 31, **2018** 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.

22.02 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 28 DAY OF December 2016.

FOR THE EMPLOYER

Jacqueline Watson

Kari Tai

FOR THE UNION

Todd Davis
Labour Relations Officer

Laurie Barron

APPENDIX "A"**SALARIES****SHIFT SUPERVISOR / Non-RNs**

	Probationary	Start	First Year	Second Year
January 1, 2015	19.17	19.48	19.85	20.20
January 1, 2016	19.55	19.87	20.25	20.60
January 1, 2017	19.94	20.27	20.66	21.01
January 1, 2018	20.34	20.68	21.07	21.43

RESIDENT ATTENDANT

	Probationary	Start	First Year	Second Year
January 1, 2015	15.54	15.93	16.26	16.63
January 1, 2016	15.86	16.25	16.59	16.96
January 1, 2017	16.17	16.58	16.92	17.30
January 1, 2018	16.49	16.91	17.26	17.65

APPENDIX “B”**PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS**

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

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

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

APPENDIX "C"**RATES OF PAY****SHIFT SUPERVISOR - RN**

<u>Effective</u>	January 1, 2007	January 1, 2008
Start	20.51	21.13
1 Year	21.54	22.19
2 Years	22.39	23.06
3 Years	23.57	24.28
4 Years	24.72	25.46
5 Years	25.89	26.67
6 Years	26.48	27.27
7 Years	28.28	29.13
8 Years	28.99	29.86
9 Years	29.85	30.75

SHIFT SUPERVISOR - GRADUATE NURSE

<u>Effective</u>	January 1, 2007	January 1, 2008
Start	19.84	20.44
1 Year	20.84	21.47
2 Years	21.63	22.28
3 Years	22.77	23.45
4 Years	23.92	24.64
5 Years	25.03	25.78
6 Years	25.60	26.37
7 Years	27.31	28.13
8 Years	28.01	28.85
9 Years	28.82	29.68

LETTER OF UNDERSTANDING

Between:

**LIVINGSTON LODGE INC. (9162-1182 QUEBEC INC.)
(hereinafter referred to as the "Employer")**

And:

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

RE: Harassment and Discrimination

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

DATED AT TORONTO, ONTARIO THIS 28 DAY OF December 2016.

FOR THE EMPLOYER

FOR THE UNION

FOR THE EMPLOYER

FOR THE UNION

Jacqueline Watson

Todd Davis
Labour Relations Officer

Kari Tai

Laurie Barron

LETTER OF UNDERSTANDING

Between:

**LIVINGSTON LODGE INC. (9162-1182 QUEBEC INC.)
(hereinafter referred to as the "Employer")**

And:

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

RE: Weekends Off

The Employer will endeavour to continue with the practice of posting a schedule with every second weekend off.

DATED AT TORONTO, ONTARIO THIS 28 DAY OF December 2016.

FOR THE EMPLOYER

FOR THE UNION

 Jacqueline Watson

 Todd Davis

Labour Relations Officer

 Kari Tai

 Laurie Barron

LETTER OF UNDERSTANDING

Between:

**Livingston Lodge Inc. (9162-1182 Quebec Inc.)
(hereinafter referred to as the "Employer")**

And:

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

RE: Registered and Graduate Nurses – Shift Supervisors

Should the Employer hire a Shift Supervisor – Registered Nurse or Graduate Nurse prior to the expiration of the Collective Agreement, the Employer and the Union shall meet to discuss the appropriate rate of pay.

Should the parties be unable to reach agreement on the appropriate rate of pay, the issue may be referred to Arbitration as set out in Article 8.11 (b).

The attached salary schedule will be the starting point for discussions.

DATED AT TORONTO, ONTARIO THIS 28 DAY OF December 2016.

FOR THE EMPLOYER

FOR THE UNION

Jacqueline Watson

Todd Davis
Labour Relations Officer

Kari Tai

Laurie Barron
