

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CHRISTIE GARDENS SENIOR RESIDENCES INC.  
cob. CHRISTIE GARDENS RESIDENTIAL CARE  
cob. CHRISTIE GARDENS NURSING HOME  
(hereinafter referred to as the "Home")**

**And:**

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

Expiry Date: June 30, 2021

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Christie Street Senior Residences Inc. c.o.b. as Christie Gardens Residential Care and c.o.b. as Christie Gardens Nursing Home in the Municipality of Metropolitan Toronto, save and except Nursing Managers and Supervisors and persons above the rank of Nursing Manager and Supervisor.
- 2.02 (a) "Full-time" employee means an employee who is regularly scheduled to work seventy-five (75) 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, however, it is also understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- 2.03 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the content so requires and vice versa. Where the singular is used, it may also be deemed to mean the plural and vice versa.
- 2.04 (a) In order to protect the standards of resident care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- i) for purposes of instruction
  - ii) in the event of an emergency situation
  - iii) when performing developmental or experimental work or;
  - iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.

- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff, or reduction in hours of any member of the bargaining unit.
  - (c) When it is decided to not fill a position following an employee's resignation, the Employer will meet with the union to provide the rationale give the union an opportunity to make representation on this matter.
- 2.05 The Employer agrees to employ sufficient registered staff to meet the staffing needs that may be set from time to time by statute and/or regulation.
- 2.06 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the nurse to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plans.
- 2.07 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.08 A graduate nurse is defined as a nurse who is a graduate of a program acceptable to the College of Ontario and is in 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.
- 2.09 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 2.10 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.

### **ARTICLE 3 – MANAGEMENT FUNCTIONS**

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.

- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
- (c) To hire, transfer, layoff, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.

3.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

#### **ARTICLE 4 – RELATIONSHIP**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

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.

4.02 There will be no discrimination on the part of the Employer, the Union or the Employees by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

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

4.04 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, ret: Ontario Human Rights Code, Sec. 10 (1)

- (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, color, ethnic origin,

citizenship, creed, age, record of offences, marital status, same-sex partnership, family status of handicap". ref Ontario Human Rights Code, Sec.5 (2)

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee". ref: Ontario Human Rights Code, Sec.2 The Employer rights set out above shall be interpreted within the context of the Ontario Human Rights Code.

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

#### 4.05 Modified Work/Return To Work

- (a) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of proving an opportunity for continued employment.
- (b) Nothing in this language obligates the Employer to establish a modified/alternative work program except as required by law.
- (c) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this collective agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- (d) Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.
- (e) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provision of this Agreement in the event of a conflict.

Nothing in this language obligates the Employer to establish a modified/light/alternate work program, the Employer will notify and meet with members of the Bargaining Unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the Collective Agreement, shall, subject to agreement by the Union, prevail over any provision of this Agreement in the event of a conflict.

## **ARTICLE 5 – NO STRIKES AND LOCKOUTS**

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

## **ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES**

6.01 The Employer will recognize the following:

- (a) Two (2) employee representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of two (2).
- (c) A Negotiating Committee of two (2).
- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this committee shall be held at the request of either party but no more than once quarterly, unless required pursuant to Article 20.01, or more frequently as otherwise mutually agreed. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The Employer will provide replacement staff where operationally required.
- (f) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.

6.02 The Union will supply the Employer with the names of its representatives and changes thereto.

6.03 (a) The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

(b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfill their duties as Committee members as set out in (a) above. However, it is further agreed

that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably withheld.

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

6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such employees of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.

6.06 Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) A Joint Management and Employee Health and Safety Committee shall be constituted in accordance with Act, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The Committee shall meet at least every three months or more frequently if the Committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

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

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

- (c) Such committees shall identify potential dangers and hazards, institute means of improving Health and Safety programs, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its function.
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in s.51, s.52 and s.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases,



the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

- (f) Meetings shall be held quarterly or more frequently at the call of the Chair, if required. The committees shall maintain minutes of all meetings and make the same available for review.
- (g) All time spent by a member of the Occupational Health and Safety committee attending meetings of the committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by the Employer at her regular premium rate, as may be proper, and she shall be entitled to such time from her work, as is necessary.
- (h) The parties will abide by the Occupational Health and Safety Act.
- (i) The parties further agree that suitable subjects for discussion at the Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent behavior. 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) Infectious Diseases

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

To achieve this objective, the Joint 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.

- (k) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but limited to:
  - Musculoskeletal Injury Prevention
  - Needle Stick Injury Prevention
  - Personal Protective Equipment

- Training designed to ensure competency under the Act for those persons with supervisory responsibilities
- Employees who regularly work alone or who are isolated in the workplace

### Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.11.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted, in writing, to the Union as soon as practicable.

## **ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.

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

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURES**

The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care at the first opportunity.

### 8.01 Complaints & Grievance Procedure

Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence.

#### Step No.1

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

#### Step No. 2

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

8.02 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.

8.03 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.

8.04 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.

8.05 (a) In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her employee representative. At Step 1 of the grievance procedure a representative of the Union may be present at the request of either party.

(b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.

8.06 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 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.

8.08 Discharge Grievance

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

8.09 Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

The employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee

representative is unavailable, the employee representative will endeavour to provide an alternate representative.

8.10 If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests.

8.11 Policy Grievance – Union Grievance

The Union may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) days after the circumstances have occurred. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.12 Policy Grievance – Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance with the Secretary of the Local Union, with a copy to the Labour Relations Officer within twenty (20) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Union shall reply within (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

8.13 Arbitration

(a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected, shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

(b) Within thirty (30) calendar days of the receipt of notice referred to in Article 8.13(a), 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
- vi. Any other grievance as mutually agreed.

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

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.18.

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

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

- 8.14 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.
- 8.15 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.16 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.17 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.
- 8.18 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.
- 8.19 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairperson.
- 8.20 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

## **ARTICLE 9 – JOB SECURITY**

### 9.01 Definitions

- (a) Full-time seniority shall be defined as length of service with the Employer since date of last hire.

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

9.02 Probationary Period

- (a) A newly hired full-time employee must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly hired part-time employee must complete a probationary period of four hundred (450) hours worked, or six (6) calendar months, whichever occurs first.
- (c) A newly hired casual part-time employee must complete a probationary period of three hundred and sixty (360) hours worked or eight (8) calendar months, whichever occurs first.
- (d) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.

The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

9.03 The Employer will provide to each employee a seniority list of employees covered by this agreement in April and October of each year and forward one (1) copy of the list to the Local Union and one (1) copy to the Labour Relations Officer.

9.04 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

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

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

9.05 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 9.01(b) above;
- (b) when absent due to layoff for a period of thirty (30) months;
- (c) when in receipt of Workers' Compensation as the result of injury or illness incurred while in the employment of the Employer for the period beyond 24 months and up to 30 months;
- (d) when on illness absence not paid by the Employer for a period up to 30 months.

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

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty (30) months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) 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-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;

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

9.07 (a) Where a vacancy which is not covered by Article 9.08 occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the period. Applicants will be considered in accordance with Article 9.09. The Employer shall post the name of the successful applicant. If requested, a copy of the job posting shall be given to the local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.



- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) A transfer system will be established. Under such a system, an employee will be able to indicate her interest to transfer another unit or tour and the application will be considered as though she had made it at the time of posting.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- (f) No employee shall be transferred to another tour without her consent. The Home may require that a nurse work days for up to twenty (20) days per calendar year for the purpose of education, assessment and participation in conferences.

9.08

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

9.09

Notwithstanding the level of entry to practice, the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

9.10

In cases of job postings under Article 9.07 above, the following factors shall be considered;

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

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

### 9.11 Notice of Long-Term Layoff

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

- i) Provide the Union and the affected individuals with at least ninety (90) days notice, or the notice given to the most senior employee laid off, whichever is greater;
- ii) Meet with the Union to review the following:
  - (a) the reasons causing the layoff;
  - (b) the service which the Home will undertake after the layoff;
  - (c) the method of implementation, including areas of cutback and the employees to be laid off.

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

### 9.12 Layoff and Recall

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

Recall to regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days or receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

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

### 9.14 Positions Outside The Bargaining Unit

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

- (b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three (3) months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.
- (c) 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.

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

Note 2: Provisions relating to retention of sick leave credits on transfer to part-time status will be dealt with under the sick leave issue and will not be deleted by this standard language. Similar treatment will apply to provisions on vacation or other credits on transfer.

## **ARTICLE 10 – EMPLOYEE FILES**

- 10.01 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee has remained discipline free for a one-year period.
- 10.02 The Employer agrees that all censures issued prior to the signing of the Collective Agreement shall not be part of the employee's record.
- 10.03 Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.  
  
The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.04 Each employee shall keep the Employer informed of changes to relevant employment information.

## **ARTICLE 11 – PERSONAL LEAVES OF ABSENCE**

- 11.01 The Administrator may grant a request for leave of absence for personal reasons without pay provided that he receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Employees

when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

## 11.02

(a) Union Leaves

The Employer agrees to grant leaves of absence to employees selected by the Union to attend Union business, including conferences and conventions. During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer as per (d) below. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

(b) Leave Of Absence For Employees on The Board of Directors of The Ontario Nurses' Union

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

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

(d) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing

## 11.03

Professional and Educational Committee Leaves

(a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events, which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.

(b) Where an employee is required by the Employer to attend any training program, 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 training program, course or workshop.

## 11.04

Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, without loss of pay. One (1) of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within the week following the funeral.
- (e) Where it is necessary, because of distance, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.
- (f) It is understood that a nurse may save one day from the leave in a) or b) above for the purposes of attending an internment service

## 11.05

Pregnancy and Parental LeaveA. Pregnancy Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received

by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

- (d) An employee who is on pregnancy leave, as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu, effective for leaves which commence after date of ratification) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's initial confirmation of Employment Insurance payment (or more frequently where the payment changes) as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

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

#### B. Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (b) Parental leave must begin no later than sixty-three (63) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not. This plan will take effect on approval of HRDC.

- (c) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-three (63) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (d) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.
- (e) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to Section 23 of the *Employment Insurance Act, 1997*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu, effective for leaves which commence after November 20, 2006) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's initial confirmation of Employment Insurance payment (or more frequently where the payment changes) as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks).

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

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

#### 11.06 Jury and Witness Duty

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

- (a) shall notify the Director of Care, as soon as possible, when required to service under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer the full amount of compensation received less expenses, for such service;
- (d) will normally come to work during those scheduled hours of the day tour that she is not required to attend court. In the event that an employee is scheduled to the afternoon tour, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night tour prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night tour commencing later that day.

#### 11.07 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former position.

#### 11.08 Military Leave

An employee will be granted unpaid Military Leave in accordance with the Employment Standards Act. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.



## 11.09 Effect of Absences

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or Workers' Compensation. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on Workers' Compensation shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) When an employee is on an educational leave she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she/he pays total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the twenty-six (26) weeks prior to Leave of Absence.
- (i) in cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

**ARTICLE 12 – PAID HOLIDAYS**

- 12.01 (a) Employees shall receive the following paid holidays:
- |                |                    |
|----------------|--------------------|
| New Year's Day | Labour Day Holiday |
| Good Friday    | Thanksgiving Day   |
| Victoria Day   | Christmas Day      |
| Canada Day     | Boxing Day         |
| Civic Holiday  | Float Holidays (2) |
| Family Day     |                    |
- (b) The employee shall be able to take the float holidays on a day mutually agreed between the employee and the DOC. Such agreement shall not be unreasonably withheld.
- (c) In order to qualify for the float holidays, a newly hired employee must have completed their probationary period to be eligible.
- 12.02 If an additional permanent statutory holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the float holidays specified above. The intent is that there will be not more than twelve (12) paid holidays per year for the duration of this Agreement.
- 12.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at their regular rate of pay.
- 12.04 In order to qualify for holiday pay an employee must work her full scheduled tour immediately preceding and immediately following the holiday and six (6) tours in the thirty (30) days preceding the holiday except where the employee is absent due to illness or approved leave of absence. If the employee is absent on a paid holiday when scheduled to work she shall forfeit all pay for the holiday unless due to illness or approved leave of absence. An employee who qualified for holiday pay will be eligible for one (1) days holiday pay during any one period of illness. An employee who qualifies for holiday pay and is absent due to illness or injury shall not also claim payment from income protection credits.
- 12.05 Full-time employees will be paid at the rate of one and one-half (1 ½) times their applicable hourly rate for work performed on paid holidays, as set out in paragraph 12.01. Such employees shall also be entitled to an additional day off with pay within a period of eight (8) weeks. In the case of a full-time employee who has not completed her probationary period, the additional day off with pay may be taken within a period of eight (8) weeks. In lieu of this provision, the Employer and the employee may agree that the employee will receive an additional days pay. Failing mutual agreement as to the scheduling of the lieu days, the Employer may schedule such lieu day or pay one days pay.
- 12.06 If any of the holidays named in 12.01 occur on a regular day off of a full-time employee who is entitled to holiday pay or during her vacation period, the employee shall receive an additional day off in lieu thereof within four (4) weeks on either side of the holiday. In lieu of this provision, the Employer and the

employee may agree that the employee will receive an additional day's pay. Failing mutual agreement as to the scheduling of the lieu day, the Employer may schedule such lieu day or pay one (1) days pay.

- 12.07 A part-time employee or on-call employee who is required to work on a paid holiday shall be paid at the rate of time and one-half (1 ½) her applicable hourly rate for work performed on a holiday.

Part-time employees shall, in addition, receive holiday pay on the basis of clauses 12.03 and 12.04.

Casual part-time employees shall, in addition, receive holiday pay in accordance with the Employment Standards Act.

- 12.08 (a) Unless an employee requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavor to also schedule her to work the paid holiday.
- (b) Unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavor to schedule the employee off the paid holiday.

### **ARTICLE 13 – VACATION**

- 13.01 All employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis, shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one (1) year of full-time continuous service (as of June 30<sup>th</sup>) shall be entitled to a vacation on the basis of 1.25 days of each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of June 30<sup>th</sup>) shall be entitled to an annual vacation of three (3) weeks at their current rate.
- (c) Employees who have completed three (3) or more years of full-time continuous service (as of June 30<sup>th</sup>) shall be entitled to an annual vacation of four (4) weeks at their current rate.
- (d) Employees who have completed fifteen (15) years or more of full-time continuous service (as of June 30<sup>th</sup>) shall be entitled to an annual vacation of five (5) weeks at their current rate.
- (e) Employees who have completed twenty-three (23) years or more of full-time continuous service (as of June 30<sup>th</sup>) shall be entitled to an annual vacation of six (6) weeks at their current rate.

- (f) Employees who have completed twenty-three (25) years or more of full-time continuous service (as of June 30<sup>th</sup>) shall be entitled to an annual vacation of seven (7) weeks at their current rate.

If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 13.02 below.

- 13.02 All employees who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for employees who are scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:

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

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

- 13.03 Vacation pay for casual part-time employees to be paid annually in July of each year.

- 13.04
- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation.
  - (b) Where a vacationing employee becomes seriously ill, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 11.04.
  - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

- 13.05 The vacation period shall be from July 1<sup>st</sup> of one year to June 30<sup>th</sup> of the following year. Vacations may be taken at any time throughout that period save and except for the period of December 20<sup>th</sup> to January 4<sup>th</sup>. Requests for special consideration during this time frame, December 20<sup>th</sup> to January 4<sup>th</sup> can be submitted and will be considered by the Employer. Such request shall not be unreasonably denied. Employees will be granted vacation based on seniority
- 13.06 Employees will indicate their vacation request by April 1. Granting of same shall be according to seniority. The finalized vacation schedule will be posted by May 1<sup>st</sup>.
- 13.07 With respect to vacation not requested in accordance with the above, the date of request and not seniority shall govern. If requests for the same period are received on the same date, then seniority will govern.

#### **ARTICLE 14 – SICK LEAVE**

- 14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.
- (a) The Employer will pay seventy percent (70%) of the full-time employees' straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the end of the first week of such illness or injury.
  - (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under c) below.
  - (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 17 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, that this benefit commences like all other insurances, after the third month of employment.

14.02 The parties agree that sub-article 14.01 will be applied in the following manner during the employer self insured period:

- (a) For any absence for which sick pay is claimed, an employee must provide the Employer with a certificate, in the form attached hereto as Schedule "A", signed by the employee and confirming that personal illness or injury has prevented the employee's attendance at work on those days.
- (b) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if:
  - i) The employee has been absent for at least three consecutively scheduled shifts, and the Employer has requested such certificate; or
  - ii) The employee has an established pattern of absenteeism, and the Employer has given the employee written notice that he or she must provide such a certificate.
- (c) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "C", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if the Employer requests that the employee provide a certificate from his or her physician that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on his or her supplying such certificate.
- (d) The Employer reserves the right to require a medical certificate at the Employer's expense in special circumstances, such as:
  - i) when the information provided in the standard form is insufficient to substantiate illness or injury; or
  - ii) when additional information is required to establish that the employee is medically able to return to work with or without accommodation; or
  - iii) under other circumstances, subject to a reasonable rationale.

It is understood that the Employer is not entitled to request or receive a medical diagnosis, except or unless it is required by a statutory or regulatory body or organization, but is entitled to request and receive a prognosis concerning the employee's medical condition.

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

14.04 Sick leave credits are payable to an employee who has completed her or his probationary period and who is absent from work due to illness or injury which is not compensable under the Workplace Safety and Insurance Act. Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full-time employees on the following basis, provided sick leave credits are available.

14.05 WSIB Advance

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

If the WSIB does not approve the claim the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.

## **ARTICLE 15 – HOURS OF WORK**

15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week.

- (a) The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- (b) Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid.
- (c) Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- (d) The normal daily tour shall consist of seven and one-half (7½) hours, exclusive of a one-half hour unpaid meal period.
- (e) Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily tour, at a time designated by the Employer.
- (f) 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 employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.

- 15.02 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tours and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 15.03 There shall be a period of not less than sixteen hours off between tours of duty. When the employee has been working nights there shall be forty-eight (48) consecutive hours between the change from nights to the day tour or the evening tour. Where the Employer schedules less than the required number of hours off, the employee shall receive premium pay for the next scheduled tour.
- 15.04 (a) The Employer will post a work schedule covering a four (4) week period two (2) weeks in advance of the first day of the schedule.
- (b) Scheduling requests must be submitted prior to posting.
- 15.05 (a) All employees will be scheduled up to their committed hours by seniority before any casual part-time employees are utilized.
- (b) When employees have been given the opportunity to work up to their commitment, the Employer will endeavor to offer additional tours to employees on the basis of seniority prior to offering tours to casual part-time employees subject to the following:
- i) Employees wish which to be considered for additional tours must indicate their availability in writing to the Director of Resident Care;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay.
- 15.06 No employee shall be scheduled to work more than five (5) consecutive days without a day off. Premium pay will be paid for all hours worked on the sixth consecutive and subsequent consecutive tours except where:
- i) such days are worked by the employee to satisfy specific days off requested by the employee
- ii) such employee has requested to work
- iii) such days are worked as a result of an exchange of tours or day with another employee
- 15.07 The night tour is the first tour of the day.



- 15.08 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full tour shall be paid for a 7.5 hour tour rather than the actual hours worked.

#### **ARTICLE 16 – PREMIUM PAYMENT AND OTHER PAYMENTS**

- 16.01 Overtime shall be paid for all hours worked over seven and one-half (7½) hours on a tour and seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the Unit Manager or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
- 16.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7½) hour tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.03 Where call-in is requested within one-half (1/2 ) hour of the starting time of the tour and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire tour had been worked, provided she completes the tour for which she was called in.
- 16.04 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than 24 hours' notice is given to the employee personally, the employee will be paid four (4) hours straight time wages.
- It is understood that call-ins or call-backs are not covered by the provision.
- 16.05 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- 16.06 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).
- 16.07 Shift and weekend premiums
- The following shift premiums shall apply;
- a) Effective July 1, 2019
    - i) Between 1500 hours and 2300 hours – seventy-five cents (\$0.75) per hour;

Effective January 1, 2020

- ii) Between 1500 hours and 2300 hours – eighty-five cents (\$0.85) per hour;

Effective July 1, 2020

- iii) Between 1500 hours and 2300 hours – ninety-five cents (\$0.95) per hour;

Effective July 1, 2019

- iv) Between 2300 hours and 0700 hours – ninety cents (\$0.90) per hour;

Effective July 1, 2020

- v) Between 2300 hours and 0700 hours – ninety-five cents (\$0.95) per hour.

- (b) Effective July 1, 2019, an employee shall be paid a weekend premium of one dollar and five cents (\$1.05) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday or such other forty-eight (48) hour period as the parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective July 1, 2020, an employee shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

16.08

Standby and Call In

Effective on Ratification

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.

- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 16.08 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 16.08 (b).

16.09 Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.

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

16.11 A weekend is defined as being fifty-four (54) consecutive hours off, which include Saturday and Sunday. Employees shall receive at least every second weekend off unless the employee specifically requests to work weekends only.

If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the Collective Agreement (if any), she will receive premium payment of time and one-half (1½) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.

16.12 (a) Employees shall be entitled to receive a minimum of three (3) consecutive days off at Christmas or New Year's. A longer period of time off may be arranged. Christmas shall include Christmas Eve day, Christmas Day and Boxing Day, and New Year's shall include New Year's Eve day and New Year's Day.

(b) Where more employees have indicated the same holiday time off than the Employer can reasonably grant, preference will be given to the employee who worked the holiday the preceding year.

- (c) Where it is possible to give both Christmas and New Year's off, it will be offered according to seniority.

### **ARTICLE 17 – MISCELLANEOUS**

- 17.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Employer and the Union.
- 17.02 Prior to affecting any changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Employer shall first discuss such proposed changes with the Local Union Representative.
- 17.03 The Employer will provide for the sole and exclusive use of the Union a notice board for the purpose of posting notices and information to the Union members.

### **ARTICLE 18 – BENEFITS**

- 18.01 The Employer shall pay one hundred percent (100%) of the hospital and medical care except for items covered in Article 18.03.
- 18.02 The Employer shall pay the full cost of a group life insurance plan for all full-time employees. The plan will include the following benefit provisions:  
Effective July 1, 2007
- i) Coverage equal to two times (2x) her annual rate of earnings rounded to the nearest five hundred dollars (\$500.00).
  - ii) Accidental death and dismemberment in the same amount as the life insurance.
  - iii) If an employee becomes totally disabled before age sixty-five (65) years her life insurance will be continued, at no cost to the employee.
- 18.03 (a) Effective July 1, 2007, the Employer will provide on a voluntary basis, a major medical 10% co-insurance plan which includes vision care \$160.00 (every 24 months), hearing \$300.00 (every 5 years). The Employer shall pay one hundred percent (100%) of the billed rate for full-time employees who participate in the plan.
- (b) Effective July 1, 2007, the Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided.
- Osteopath
  - Chiropractor
  - Podiatrist or Chiropodist
  - Naturopath or Homeopath

- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist
- Ophthalmologist or Optometrist

to a maximum of \$750/incurred person/year.

Effective July 1, 2010, out-of-country benefits.

It is also understood that coverage will include dependent children up to and including age 21.

- (c) Effective July 1, 2007, the Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for a minimum of twice annual (2X) salary. Extended Health Care Plan, with a Drug card providing for a \$7.50 cap on re-imburement on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.
- (d) Effective July 1, 2007, the Employer agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on a one (1) year ODA fee schedule lag providing the balance of the monthly premiums are paid by the employees through payroll deductions. The Dental Plan shall provide for Fluoride treatments only for persons under the age of 18 years and dental recall on a nine (9) month basis for persons 18 years and older.

It is understood that coverage will include dependent children up and including age 21.

- 18.04 Employees who are on layoff may continue to participate in benefit plans at their request, provided they make arrangement with the Employer for full payment of premiums of applicable benefits.
- 18.05 The Employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Individual claims decisions made by the insurer are not grievable.
- 18.06 The Employer may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not

decreased. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.

18.07 Effective July 1, 2007, notwithstanding Articles 14 and 18, 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:

- 14.01 (a)
- 18.03 (b) EHC
- 18.03 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary
- 18.03 (d) Dental

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 Schedule "A" for all items now included in the payment.

18.08 The Employer shall make available to the nurse, at their own expense, an LTD program. Such participation is voluntary.

## **ARTICLE 19 – RETIREMENT INCOME PLAN**

19.01 The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

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

19.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) 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.

19.03 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.

19.04 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.

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

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

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

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

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

(a) To be Provided Once Only at Plan Commencement

Date of Hire  
 Date of Birth  
 Date of first Remittance  
 Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(b) To be Provided with each Remittance

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

(c) To be Provided Periodically

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

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

Gender  
 Marital Status

19.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance.

19.07 Where legislation or the Plan prohibits an employee from contributing to a RRSP because of age, an amount equivalent to the deductions in Article 19.01 will be directed to a Mutual Fund of the employee's choice.

## **ARTICLE 20 – PROFESSIONAL RESPONSIBILITY**

20.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;



In the event that the Employer assigns a number of residents or a workload to an individual worker or group of employees, such that she or they have cause to believe that she or they are being asked to perform work of a quality or in a manner that is inconsistent with proper resident care, she or they shall:

- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.

Failing resolution of the complaint within ten (10) calendar days of the meeting of the Union Management Committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Union, one (1) chosen by the Employer and one (1) chosen by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.

- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under 19.01 (a) i – iii) shall be signed by the parties.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee

composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- viii) Representatives of the Ontario Nurses' Union have the right to participate in all stages of a professional responsibility complaint.
- (b) i) The list of the Independent Assessment Committee is attached to Schedule "B" and forms part of this Agreement.

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

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

## **ARTICLE 21 – ORIENTATION AND IN SERVICE**

- 21.01 An orientation and in service program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Union Management Committee.
- 21.02 A newly employed employee shall not be placed in charge until she has been fully oriented to the Home.
- 21.03 The following minimums shall be observed in the orientation of a newly hired employee:
  - i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the employee in the Home;
  - ii) The period of orientation/familiarization shall be for a minimum of three (3) days or such greater period that the Employer deems necessary;

- iii) She shall be an additional employee to the usual staffing pattern;
  - iv) The employee or employees involved in the orientation 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.
- 21.04
- (a) Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavor to provide programs related to the requirements of the Home. Available programs will be publicized.
  - (b) When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.
  - (c) The Employer may, at its discretion, provide orientation in other circumstances.
- 21.05
- When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Employer shall grant leave of absence without pay shall include the time required to write any examinations.
- 21.06
- (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.06.
  - (b) In accordance with Article 20.05, the Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the employees, such employees will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.

## **ARTICLE 22 – COMPENSATION**

- 22.01 (a) The salary rates shall be those set forth in Schedule (A) attached to and forming part of this agreement.

Effective on the first full payroll following ratification.

- 22.02 (a) An employee who is designated in writing to relieve the Director of Nursing, shall be paid ten dollars and fifty cents (\$10.50) per tour for each tour so worked, in addition to her regular rate of pay.
- (b) The Employer shall, where no supervisor is on duty, designate an employee to be in charge on evenings, nights, and all tours on weekends. Such employee shall receive nine dollars (\$9.00) per tour in addition to her regular rate of pay.
- 22.03 An annual increment shall be paid on each full-time employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.
- 22.04 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.
- Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.
- 22.05 On hiring, employees shall receive recognition for past recent and related experience on the basis that for each year of such experience, the employee will receive one (1) annual increment up to a maximum on the salary scale.
- 22.06 Effective date of ratification, in addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she shall not be entitled to recognition.

NOTE: For greater clarity, recent related experience includes recent related RPN experience out of province and out of country.

NOTE: This provision shall apply to all current employees at date of ratification or award with the understanding that there is no retroactivity.

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

22.08 WSIB Advance

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

If the WSIB does not approve the claim the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.

**ARTICLE 23 – DURATION**

23.01 This Agreement shall continue to June 30, 2021 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.

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.

**ARTICLE 24 – RETROACTIVITY**

24.01 All salaries are retroactive and all employees who receive any payment since that date shall receive such retroactive payment as required. Retroactivity will be paid out by three (3) pay periods. The Employer agrees to provide an explanation of the calculation of retroactivity for payments arising out of the settlement of the Collective Agreement.

DATED AT Toronto, ONTARIO, THIS 16 DAY OF December, 2019.

**FOR THE EMPLOYER:**

Charla Patel

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**FOR THE UNION:**

Michael Levey  
Labour Relations Officer

Vicki McKenna  
ONA Provincial President

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**APPENDIX "A"****WAGES**

| <b>Step</b> | <b>July 1, 2019</b> | <b>July 1, 2020</b> |
|-------------|---------------------|---------------------|
| Start       | \$30.14             | \$30.59             |
| 1 Year      | \$31.43             | \$31.91             |
| 2 Years     | \$32.46             | \$32.95             |
| 3 Years     | \$34.20             | \$34.71             |
| 4 Years     | \$35.58             | \$36.11             |
| 5 Years     | \$37.28             | \$37.84             |
| 6 Years     | \$38.92             | \$39.50             |
| 7 Years     | \$42.22             | \$42.86             |
| 8 Years     | \$45.62             | \$46.31             |

1. Effective the date of the full relinquishment (April 1, 2013) of nursing home bed license's and replace Long Term Care Act with Retirement Homes Act, make no reference to Assisted Living Care.
2. The parties agree to continue to be governed by the Hospital Labour Disputes Arbitration Act until the expiry of the collective agreement.
3. The employer will commit to remain covered by the Workplace Safety and Insurance Act and its Affiliated Board for the term of this agreement

**APPENDIX "B"**

**INDEPENDENT ASSESSMENT COMMITTEE CHAIRSPERSONS**

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

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

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



**SCHEDULE "A"**

**CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR INJURY**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

FACILITY: \_\_\_\_\_

DATE(S) OF ABSENCE: \_\_\_\_\_

I hereby affirm on my honour that my personal illness or injury prevented me from attending work on the date(s) shown above.

I understand that I will be compensated for the time absent from work at 70% of my straight time wages only.

SIGNATURE OF THE EMPLOYEE: \_\_\_\_\_

PAYMENT APPROVED: \_\_\_\_\_  
Signature of Supervisor

DATE APPROVED: \_\_\_\_\_

**SCHEDULE "B"**

**MEDICAL CERTIFICATE OF INABILITY TO WORK  
DUE TO PERSONAL ILLNESS OR INJURY**

PHYSICIAN INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

I, Dr. \_\_\_\_\_ confirm that \_\_\_\_\_  
(please print physician's name) (please print employee's name)

was treated by me on \_\_\_\_\_, is or was unable to work due to  
(date)

personal illness or injury as of \_\_\_\_\_, and was not or will not be able to  
(date)

return to work until \_\_\_\_\_.  
(date)

Physician's signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "C"**

**MEDICAL CERTIFICATE OF READINESS TO RETURN TO WORK**  
**FOLLOWING PERSONAL ILLNESS OR INJURY**

PHYSICIAN INFORMATION

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_ has been under my care and treatment since  
(please print employee's name)

\_\_\_\_\_ due to a personal illness or injury, and will be able to return  
(date)

to work on \_\_\_\_\_, and to carry out her normal duties and responsibilities  
(check one)  
(date)

with the following restrictions: \_\_\_\_\_  
\_\_\_\_\_

or

without restrictions: \_\_\_\_\_

Physician's signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CHRISTIE GARDENS SENIOR RESIDENCES INC.**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Scheduling

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Where the parties agree to implement a new schedule arrangement that falls under Job sharing, time sharing, individualized special circumstances, extended tours, etc the parties agree to meet and follow as necessary the language provided in the Nursing Home Central collective agreement related to these types of scheduling provisions and arrangements.

DATED AT Toronto, ONTARIO, THIS 16 DAY OF December, 2019.

**FOR THE EMPLOYER:**

Charla Patel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

Michael Levey  
Labour Relations Officer  
Vicki McKenna  
ONA Provincial President  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**CHRISTIE GARDENS SENIOR RESIDENCES INC.**

And:

**ONTARIO NURSES' ASSOCIATION**

Re: Training

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The following provision shall only apply to nurses on staff at the date of ratification (June 20, 2013) there after this provision shall not apply.

Where an employee receives a long-term layoff, she or he shall be entitled to receive, within twelve months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2500.00. An employee, upon long-term layoff, at her or his own expense, and except for short and long term sickness and income protection, 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.

DATED AT Toronto, ONTARIO, THIS 16 DAY OF December, 2019.

**FOR THE EMPLOYER:**

Charla Patel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

Michael Levey  
Labour Relations Officer

Vicki McKenna  
ONA Provincial President

\_\_\_\_\_

\_\_\_\_\_