

COLLECTIVE AGREEMENT

BETWEEN:

**CHRISTIE GARDENS
(hereinafter referred to as the "Home")**

And:

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

Expiry Date: June 30, 2024

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE 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 them, 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 and non-binary 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 Work of the Bargaining Unit

- (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, Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.05 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 employee to cover their same sex partner and their dependants, in accordance with the terms and conditions of the plans.

2.07 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate. If the nurse fails to obtain their General Class Certificate of Registration, prior to the expiry of their Temporary Class Certificate of Registration they may be placed on an unpaid leave of absence, otherwise they will be deemed to be not qualified for the position of registered nurse or registered practical nurse, if applicable, and they may be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at the start level of the appropriate wage grid.

- 2.08 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 2.09 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.
- 2.10 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule A.
- 2.11 The word "employee" when used throughout this Agreement shall mean a person included in the above-described Bargaining Unit.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, 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 (including domestic violence).

- 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 their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.

- 4.02 There shall be no discrimination on the part of the Employer, the Union or any Employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender, identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

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

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

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

- (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expressions, age, record of offences, marital status, family status disability”. ref *Ontario Human Rights Code*,

- (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her or his Employer or agent of the Employer or by another employee’. ref: *Ontario Human Rights Code, Sec.7(2)*
- (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

“Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”. Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

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

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

- 4.05 The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties agree diversity and inclusion is an appropriate discussion for Labour Management. The Labour Management Committee will discuss initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity and inclusivity for staff.

4.06 Return To Work

- (a) 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 and the Union to discharge that duty. To that

end, the Home and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.

- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication, the Home and the Union agree that participants will use electronic communication where available.
- (c) If an employee becomes disabled, including WSIB, with the result that they are unable to perform the regular functions of their position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

- (d) 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, except as required by law.

4.07 Whistle Blowing Protection

The Employer agrees to adhere to the whistle blowing protection pursuant to the *Long-Term Care Homes Act (LTCHA)*.

ARTICLE 5 – NO STRIKES AND LOCKOUTS

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

ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following:

- (a) Two (2) Union Representatives. Upon mutual agreement of the parties, the number may be altered from time to time.

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

- (b) A Grievance Committee of two (2) employees.
- (c) A Negotiating Committee of two (2) employees.
- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at least quarterly, or more frequently as otherwise mutually agreed and/or required pursuant to Article 19.01. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, 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.

As part of the above Committee's agenda, the parties agree to the following related to education:

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
- ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
- iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.
- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.

- (f) Where an ONA representative has a conflict of interest representing a member, they will ensure that an alternate ONA representative is available.
- 6.02 The Union will supply the Employer with the names of its representatives and any changes thereto.
- 6.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.04 (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.
- 6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such employees of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.
- 6.06 Health & Safety
- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.
- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the *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 their regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and 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 lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) 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 their duties shall be deemed to be time worked for which they shall be paid by the Employer at their regular premium rate, as may be proper, and they shall be entitled to such time from their work, as is necessary.

- (h) The parties will abide by the Occupational Health and Safety Act.
- (i) The Employer shall:
 - i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation,
 - ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them,

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.
 - iii) The Home will ensure there is an adequate supply of Pandemic PPE. The Home will advise the JHSC the supply of Pandemic PPE on an annual basis and whenever they are required to advise the government.
 - iv) Employees will be fit tested on hire and then on a bi-annual basis or at any other time as required by the Employer, the government of Ontario or any other public health authority.
 - v) The Home will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
 - vi) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- (j) A worker shall,
 - i) Work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations,
 - ii) Use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn,
 - iii) Report to their Employer or supervisor the absence of or defect in any equipment or protective device of which the

worker is aware and which may endanger themselves or another worker, and

- iv) Report to their Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which they know.

(k) Injured Workers Provisions

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

- (l) 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.

(m) Infectious Diseases

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

- (n) 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

(o) **Damage to Personal Property**

The Employer will provide reimbursement for reasonable repair or replacement of damages incurred to the employee's eyeglasses, contact lenses or other prosthesis, ripped uniforms, or personal clothing, as a result of being assaulted while performing their work.

The employee must report the incident by the end of their shift. The employee will present their receipt to the Employer within seven (7) days after the event, unless it was impossible for them to do so during this period. The Employer will reimburse up to a maximum of one hundred dollars (\$100) per incident except for eyeglasses, which shall have a maximum reimbursement of three hundred dollars (\$300).

- (p) For any other information required by *OHSA* and its Regulations will be provided as follows; If no one is available to act as the ONA JHSC member, then JHSC committee information will be provided to the ONA Bargaining Unit President (BUP), or if no BUP is available, then the LRO.

6.07

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her their 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 they have 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.

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.

- (d) 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 their his/her work. Such information shall be submitted, in writing, to the Union as soon as practicable.

- 6.08 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

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

- 6.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.
- 6.10 The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. 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 deducted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e., full-time, part-time) of the employees, all terminations, newly-hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members' current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Director of Human Resources (or designate). The Employer will respond to such requests with any information it has which is readily available, within two weeks.

- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if they so desire may be accompanied by or represented by their Union Representative. If a Union Representative is not available, ONA shall appoint a designate as representative. At Step 1 of the grievance procedure a Representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or Union Representative will bring it to the attention of the immediate supervisor 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 their Union Representative, shall submit the written grievance to the Administrator or designate. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting to the Bargaining Unit President or their designate with a copy to the Labour Relations Officer.

Step No. 2

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

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor. Union grievances shall be set out on the Union grievance form. Alternately, the parties may agree to an electronic version of this form and a process for signing.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- 8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.
- 8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or their designate within ten (10) 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.

8.08 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.

As a good labour relations practice, the Home agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension.

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 Union representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the Union representative shall provide an alternate representative.

- 8.10 (a) If an employee is to be reprimanded or disciplined, they may have an employee representative present if they so request.
- (b) If an employee is to be suspended or discharged, the Employer shall notify them of this right prior to the outset of the meeting.

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

- 8.13 (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 a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Within thirty (30) 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 8.17.

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

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

- 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 nominee and one-half of the expenses and fees of the Chairperson.
- 8.20 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared between the parties.
- 8.21 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.22 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

ARTICLE 9 – JOB SECURITY

9.01 Definitions

- (a) Seniority and service for full-time employees shall be defined as the length of continuous service with the Home since the date of last hire, subject to Article 9.04-9.06, 9.17, 9.18 and 11.09 and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the Home since the date of last hire, equals one year of seniority and service subject to Article 9.04-9.06, 9.17, 9.18 and 11.09 and any other related provision of the Collective Agreement.

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

- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.

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 regular part-time employee must complete a probationary period of four hundred and fifty (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 four hundred and fifty (450) 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) hours (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) Generally, when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) In accordance with the *Employment Standards Act* when on pregnancy/parental leave (currently a maximum of eighteen (18) months), family medical leave (currently a maximum of twenty-eight (28) weeks in a fifty-two (52) week period) or emergency leave (currently three (3) unpaid sick leave days for personal illness, three (3) unpaid family responsibility leave days for family member illness or other urgent matters, and two (2) unpaid bereavement leave days per year);

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 9.04(b) above;
- (b) when absent due to layoff for a period of thirty (30) calendar months;

- (c) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty-six (36) months;
- (d) when on illness absence not paid by the Employer for a period up to thirty-six (36) 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 they:

- (a) Resigns;
- (b) Are discharged and not reinstated;
- (c) Are absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) Are laid off for more than thirty (30) months;
- (e) Retire;
- (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 9.07(a) 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) calendar days. Employees may make written application to their Director of Care or designate for such vacancy within the period. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.

- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
 - (c) Where an employee will be absent on vacation, they may indicate in writing to their Director of Care or designate their interest in any posting that may occur during their absence. This written indication will be treated as an application for the posting.
 - (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
 - (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- 9.08
- (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 their part-time status. Full-time employees cannot apply for a position under (a) above.
 - (c) Vacancies and subsequent vacancies that are expected to exceed sixty (60) calendar days and are caused by pregnancy and/or parental leave, Union leave, Workplace Safety and Insurance Board (WSIB) leaves, sick leave under Article 14, and family medical leave or any other leave protected under the *Employment Standards Act* or the Human Rights Code will be posted as "Temporary Vacancies" and filled as per Articles 9.06 and 9.08. For clarity, Article 9.07 (a) does not apply to these vacancies.
 - i) The parties agree that an employee who is awarded a vacancy under (b) shall retain their original position/status and shall have the right to return to their former position upon the return of the employee whose position they are filling.
 - ii) Where a Temporary Vacancy arises under (b), full-time employees can apply for full-time Temporary Vacancies only. Part-time employees can apply for either full-time or part-time

vacancies. Positions will be awarded pursuant to Article 9.08.

- (d) A part-time employee who is awarded a temporary full-time position under (b) shall be deemed to retain their part-time status.
- (e) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- (f) The employee shall have the right to return to their former position upon return of the employee whose position they are 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 and 9.08(b) above, the following factors shall be considered;

- (a) Skill and ability;
- (b) Seniority.

Where the factors in (a) are relatively equal, seniority shall govern. Seniority will be determined as of the date the job was posted.

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

9.12 Layoff and Recall

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

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

- (b) 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 of 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 Notice to Union 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 with ninety (90) days notice;
- 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.

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

9.15 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.

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

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

9.17 Positions Outside The Bargaining Unit

- (a) An employee who may substitutes temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to their bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. An employee will not accrue seniority while in a temporary position under this provision. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer unless the parties agree otherwise.

- (b) An employee who accepts a transfer under (a) above will not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.
- (c) An employee who accepts a permanent position outside of the bargaining unit will lose all seniority held at the time of the transfer.
- (d) The Employer will advise the Union of the names of any employees pursuant to Article 9.17(a) or (b).

9.18 Change of Status

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

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

ARTICLE 10 – EMPLOYEE FILES

10.01 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 over the eighteen (18) month period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.

10.02 Having provided a written request to the Director of Care, or their designate, an employee shall be entitled to their 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.

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

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

ARTICLE 11 –LEAVES OF ABSENCE

11.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for personal reasons without pay provided that they receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

11.02 Union Leave

(a) Local Union Leave

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' Association other than to the office of President shall be granted such leave of absence as they may require to fulfill the duties of the position without the loss of seniority and benefits. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above. Reasonable notice – sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence.

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

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. The employee agrees to notify the Employer of their intention to return to work within two (2) weeks following termination of office.

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

An employee who serves as Local Co-coordinator for the Ontario Nurses Association shall be granted leave of absence without pay up to a total of thirty-five (35) days annually. Leave of absence for Local Co-coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

(e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (d) above, and will bill the Union for such salary, as well as nineteen percent (19%) for all pension, vacation, and benefit reimbursement. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a

premium based financing method there will be no obligation to reimburse the Employer for that cost.

11.03 Professional and Educational 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 their responsibilities with the Employer.

(b) Professional and Education Leaves

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.

- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the Employer to be beneficial to the employee's professional development, especially as it relates to their responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.

- (d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario or the Registered Practical Nurses' Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario or the Registered Practical Nurses' Association of Ontario subject to the following limitations:

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

11.04 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 death, 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.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an Employee may save one or all of the days identified above without loss of pay to attend the interment or ceremony if there is one and it is delayed.

- (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) continuous calendar days without loss of pay around the date of the death, funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, stepparent, 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 death, funeral, or if there is no funeral, an equivalent service for their aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which they are receiving any other payments. For example, holiday pay or sick pay.
- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their 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 their former position, unless the position has been discontinued in which case they 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 the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include percentage-in-lieu, and the sum of their 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 they are 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 will endeavour to provide a copy of the initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their 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.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than 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 they did not.
- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their 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 their 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 they are 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 their regular hourly rate on their last day worked prior to the commencement of the leave times her normal weekly hours. The employee will endeavour to provide initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit. 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.

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 their 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 their attendance;
- (c) Deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals.;
- (d) Will normally come to work during those scheduled hours of the day shift that they are not required to attend court. In the event that an employee is scheduled to the afternoon tour, they shall not be required to attend court and then report for duty the same day; and
- (e) Will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, they shall not be required to attend work for their night tour commencing later that day.
- (f) Where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's

employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of their regularly scheduled hours, the employee shall be paid for all hours spent in such meetings in accordance with Articles 15 and 16.

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 they not been on Family Medical Leave, the employee shall be reinstated to their 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 they pay the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.

- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB , and will continue to pay its share of the premium for the benefit plans in accordance with the *Employment Standards Act* for employees who are on pregnancy/parental leave (currently a maximum of eighteen (18) months) or family medical leave (currently a maximum of twenty-eight (28) weeks in a fifty-two (52) week period) or emergency leave (currently a maximum of three (3) unpaid sick leave days for personal illness, three (3) unpaid family responsibility leave days for family member illness or other urgent matters, and two (2) unpaid bereavement leave days per year). It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

For purposes of this provision, it is understood and agreed that any absence under Article 14.01 shall be considered a leave with pay.

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.11(e), when an employee is on an educational leave under Article 11.03 above, they 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 they pay 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 their portion of the premiums each month in advance.

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

11.10 Domestic Violence Leave

Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act* as amended from time to time.

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 their 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 they 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 their 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 their 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) their 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 they are scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavor to also schedule them to work the paid holiday.
- (b) Unless an employee requests otherwise, when they are 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 30th) 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 30th) 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 30th) 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 30th) 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 30th) shall be entitled to an annual vacation of six (6) weeks at their current rate.

Effective the 2022 vacation year, employees who have completed twenty- two (22) years or more of full-time continuous service (as of June 30th) 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 30th) 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, they 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 Part-time Vacation Pay

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

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

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

13.05 Vacation Interruptions

- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing employee becomes seriously ill, requiring them to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement and jury and witness duty, the employee shall be entitled to bereavement leave and/or jury and witness duty in accordance with Article 11.04 and 11.06.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave and jury and witness duty leave under the above

provisions will not be counted against the employee's vacation credits.

- 13.05 The vacation period shall be from July 1st of one year to June 30th of the following year. Vacations may be taken at any time throughout that period save and except for the period of December 20th to January 4th. Requests for special consideration during this time frame, December 20th to January 4th 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 1st.
- 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 LEAVEDISABILITY INCOME PROTECTION PLAN

- 14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the *Workplace Safety and Insurance Act*. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.
- (a) The Employer will pay 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, they shall receive seventy percent (70%) of their straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under c) below. The employee will endeavour to provide initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit.

- (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 (i-ii) 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 they must provide such a certificate.
- (c) 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 the Employer requests that the employee provide a certificate from their physician (or nurse practitioner or midwife, in the context of the employee's pregnancy) that they are sufficiently recovered from the personal illness which caused their absence and is capable of performing their former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on them 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 their 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 their sick leave credits, provided the employee has not received payment from the WSIB and two (2) weeks have elapsed from the date of their reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits they would receive from Workers' Compensation if their claim was approved or the benefit to which they 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 their sick leave credits.

- 14.06 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

ARTICLE 15 – HOURS OF WORK & SCHEDULING

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

- (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 shift shall consist of seven and one-half (7½) consecutive 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, they shall be paid time and one-half (1½) their regular straight time hourly rate for all time worked in excess of their 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 shift and are subject to the discretion of the Administrator or their 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 An employee will be paid for actual hours worked during a shift that is impacted by daylight savings time. Overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change-over to daylight saving from standard time or vice versa.

ARTICLE 16 – PREMIUM PAYMENT AND OTHER PAYMENTS

- 16.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay 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 they are entitled to receive time and one-half (1½) their regular straight time hourly rate and they are required to work additional hours in excess of their normal seven and one-half (7½) hour tour on that day, they 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 they complete the tour for which they were 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 twenty-four 24 hours' notice is given to the employee personally, the employee will be paid four (4) hours straight time wages.
- It is understood that call-ins or call-backs are not covered by this provision.
- 16.05 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 their 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 they shall be provided a meal by the Employer, or if a meal cannot be provided they shall receive a meal allowance of ten dollars (\$10.00).

16.07 Shift and Weekend Premiums

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

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

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

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.

Effective July 1, 2021, an employee shall be paid a weekend premium of one dollar and twenty cents (\$1.20) 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.

Effective July 1, 2022, an employee shall be paid a weekend premium of one dollar and thirty cents (\$1.30) 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.

Effective July 1, 2023, an employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

16.08 Standby and Call In

- (a) Effective July 1, 2022, an employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) 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 five dollars and five cents (\$5.05) 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) their applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of their regular shift, the minimum payment will not apply and they will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of their regular shift.
- (c) Where the employee is required to be on-standby outside their regular hours of work, they 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, they 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, they 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 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), they 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.

- 16.11 (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.
- 16.12 The Employer is not required by the seniority scheduling provisions of the Collective Agreement (if any) to assign work to senior employees that triggers premium pay. In the event that any such assignment would trigger premium pay and the Employer chooses to assign the shift to an employee, the seniority scheduling provisions (if any) shall apply.
- This provision is applicable to all of Articles 15 and 16 except for 16.02.
- 16.13 Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall any shift or weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the employee qualifies for two or more of the following payments: time and one half, shift premium, weekend premium [subject to the limitation in 16.07 (b)] and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.
- 16.14 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate (i.e., 1.5 hours off for each hour of premium overtime worked). Employees may accumulate and bank up to a maximum of two (2) lieu days at any time. Accumulated lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6th and November 30th of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least two weeks in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the Home. Such requests shall not be unreasonably denied.

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 effecting any changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Employer will endeavour to discuss the changes with the Union and will provide copies to the Union, upon request.
- 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.
- 17.04 Each employee shall keep the Employer informed of changes to relevant employment information.

17.05 Influenza Vaccine

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

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

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

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

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

17.06 Criminal reference checks for employees that may be required by the Employer pursuant to provincial legislation will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

17.07 Within fourteen (14) days of receipt of a written request from the employee, during employment, the Home will provide the employee with a letter detailing their employment dates, length of service (including total hours worked, available as of the date of the request) and experience at the Home.

The Employer will provide to each employee, upon request, upon termination of employment a letter detailing their employment dates, length of service, including total hours worked, and experience.

17.08 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by three and one-quarter (3.25) hours or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

17.09 Where the Home provides electronic statements and/or T4 slips, the Home will provide accessibility to a computer and printer, or a hard copy.

17.10 The Home, as a good labour relations practice, will notify the nurse when it reports them to the College of Nurses of Ontario and refer them to the Union as a resource.

It is understood that the requirement to notify the nurse when the Home reports them to the College of Nurses of Ontario has no bearing on the Home's right to reprimand or discipline a nurse for just cause. Under no circumstances will a failure or untimely notification provide grounds to nullify any right to reprimand or discipline a nurse.

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) their 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 their life insurance will be continued, at no cost to the employee.

18.03 (a) 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.

Increase Vision to \$210.00 every 24 months (effective January 1, 2022) with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

(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 reimbursement 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.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (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 In the event of a layoff, provided the employee deposits with the Home their share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employee are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.
- 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 sixty (60) days prior to implementing a change in carrier.

18.07 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

Effective August 1, 2021:

After age 65:

- 14.01 (a) (b) and (c)
- 17.01 (b) EHC
- 17.01 (c) Reduce life insurance by 50% to the equivalent of one times
- 17.01 (d) Dental

After Age 70:

- 14.01 (a) (b)
- 17.01 (b) EHC
- 17.01 (d) Dental
- \$0.05 per hour in lieu of weekly indemnity benefits and life insurance

In any event, once an employee reaches age 70 and they continues to be employed they 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.

18.09 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer towards the premium coverage under the insurance plans set out above subject to their respective terms and conditions including any

enrolment requirements. Should any plan have a longer service qualifier it shall be removed as soon as the plan is up for modification or renewal.

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.
- (d) Paid Union leaves.

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

“Eligible Employee” means full-time and part-time (includes casual) employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

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 remitted 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-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The Employer will endeavour to provide the following information to the Administrator of the Plan in electronic format if the Employer has the technology.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, at the expense of the Plan, unless the Employer is obligated by law to provide the information.

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 Contribution

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
 Year to Date Contributions
 Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) To be Provided Initially and if Status Changes

Full Address as provided to the Home
 Termination date where applicable (MM/DD/YY)
 Gender
 Marital Status

(d) To be Provided Annually but no later than December 1

Current complete address listing
 Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits
 All approved leaves of absence including type of leave.

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 pension plan because of age, an amount equivalent to the deductions in Article 19.01 will be paid to the employee on their regular pay.

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 they have cause to believe that they are being asked to perform more work than is consistent with proper resident care, 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.
- 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.

- (b) i) The list of the Independent Assessment Committee is attached to Schedule "B". During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of Chairs of Independent Assessment Committees.

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

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

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 they have been fully oriented to the Home.

21.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:

- i) They are 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 five (5) days or such greater period that the Employer deems necessary;
- iii) They shall be an additional employee to the usual staffing pattern;

- iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- v) The employee may request up to three (3) additional days of paid orientation. When making their request, the employee will specify their learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.
- vi) Notwithstanding the above, orientation/familiarization when an employee is transferred to a new unit/shift will be provided as required.

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.

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

Any problems in accessing this information will be reported to the Union-Management Committee for resolution

- (b) When a employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside their regularly scheduled working hours, and the employee does attend same, they shall be paid for all time spent on such attendance at their regular straight time hourly rate of pay or at the employee's option, they shall receive equivalent time off.

When an employee is required by the Employer to complete an e-learning programme outside their regularly scheduled working hours, they shall be paid for all time spent completing such learning at their regular straight time hourly rate of pay or at the employee's option, they shall receive equivalent time off.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at in-services, meetings, and completing e-learning.

- (c) The Employer may, at its discretion, provide orientation in other circumstances.

- (d) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during their regularly scheduled working hours the employee shall suffer no loss of regular pay.
- (e) The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.

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. The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management. 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.

Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on their practice.

- (b) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time

and in keeping with the requirements of the applicable legislation and the provisions of Article 9.11 to 9.16 will apply.

- 21.07 Provided that an employee provides thirty (30) calendar days' notice in writing, an employee shall be entitled to leave of absence without pay from their regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.
- 21.08 The Employer will meet with the Union to discuss any remediation or continuing education required by the College of Nurses' of Ontario (CNO) to re-establish eligibility for clinical practice following an employee's return from an approved absence.

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 Responsibility Pay

- (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 their regular rate of pay.

Effective January 1, 2022, an employee who is designated in writing to relieve the Director of Care, shall be paid fifteen dollars (\$15.00) per shift for each shift so worked, in addition to their regular rate of pay.

Where a Home changes its schedule to 12-hour tours, this rate will be converted to twenty-two dollars and fifty cents (\$22.50) per shift (Refer to Articles 15.07, 15.09 & 15.12).

- (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 their 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 The Employer will recognize recent related RN experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If they fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, they shall not be entitled to recognition.

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

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 they fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, they 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 their current salary. They shall retain their service review date for purposes of wage progression.

ARTICLE 23 – DURATION

- 23.01 This Agreement shall continue to June 30, 2024 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 Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

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

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

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

DATED AT Toronto, ONTARIO, THIS 17 DAY OF February, 2022.

FOR THE EMPLOYER:

Ken Sweatman

Charla Patel

FOR THE UNION:

Alison Carre

Labour Relations Officer

Cathryn Hoy

ONA Provincial President

APPENDIX "A"
WAGES

Step	01-Jul-21	01-Jul-22	01-Jul-23
Start	\$31.13	\$31.67	\$32.22
1 Year	\$32.47	\$33.04	\$33.61
2 Years	\$33.53	\$34.11	\$34.71
3 Years	\$35.32	\$35.94	\$36.56
4 Years	\$36.74	\$37.38	\$38.04
5 Years	\$38.50	\$39.18	\$39.86
6 Years	\$40.19	\$40.89	\$41.61
7 Years	\$43.61	\$44.37	\$45.15
8 Years	\$47.12	\$47.95	\$48.78

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

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

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 their normal duties and responsibilities
(check one)
(date)

with the following restrictions: _____

or

without restrictions: _____

Physician's signature: _____

Date: _____

LETTER OF UNDERSTANDING

Between:

CHRISTIE GARDENS

And:

ONTARIO NURSES' ASSOCIATION

Re: Scheduling

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 17 DAY OF February, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ken Sweatman

Alison Carre

Labour Relations Officer

Charla Patel

Cathryn Hoy

ONA Provincial President
