

**COLLECTIVE AGREEMENT**

Between:

**PORT PERRY PLACE (ALLIED)**  
**(hereinafter referred to as the Employer)**

And:

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

Expiry Date: June 30, 2021

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## **ARTICLE 1 – PURPOSE**

1.01 Whereas it is the desire of both parties to this agreement:

- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to establish an orderly collective bargaining relationship between the Employer and the Employees concerned;
- (c) to provide a procedure for the prompt disposition of grievances in accordance with the provisions of this agreement;
- (d) to co-operate and harmoniously work together in the promotion of the highest standard of personal, nursing care and health protection for the residents in the Nursing Home of the Employer in Port Perry,
- (e) to encourage the morale, well being and security of all Employees in the bargaining unit of the Union.

It is recognized by this agreement to be the duty of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the aforementioned objectives.

## **ARTICLE 2 – RECOGNITION**

2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all employees employed as Activity Aides, Registered Practical Nurses, Health Care Aides, Nursing Assistants, Restorative Care Aides, and Personal Support Workers by Port Perry Place, in the Township of Scugog, save and except Supervisors, persons above the rank of Supervisor and persons for whom any trade union held bargaining rights as of September 28, 1995.

- 2.02 (a) A full-time employee is one who regularly works fifty-five (55) or more hours bi-weekly.
- (b) A regular part-time employee is one who regularly works less than fifty-five (55) hours bi-weekly and is pre-scheduled as such. All other part-time employees will be considered relief part-time and will, for the purposes of this agreement be covered by the provisions relating to part-time employees with the exception of pre-scheduling
- (c) Newly hired employees shall be full-time or part-time employees in accordance with clauses (a) and (b) above.

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

2.04 (a) Work of the Bargaining Unit

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

- i) for purposes of instruction,
  - ii) in the event of an emergency situation,
  - iii) when performing developmental or experimental work, or,
  - iv) when nurses are not available due to a nurse not reporting for work as scheduled or not being available for work.
- (b) i) Reassignment to other persons outside of the bargaining unit 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.
- ii) The above clause is not intended to prevent the enhancement of residents' lives by the involvement of interested volunteers who will be used to their potential provided their involvement does not result in the reduction of the bargaining unit hours.
- (c) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union.
- (d) All sick calls within any classification will be replaced by the same classification. If a same classification replacement is not available the employer will replace with another classification, provided the employee has the qualifications, skill and ability to perform the duties of the position.

2.05 The employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the Long Term Care Homes Act.

2.06 A registered practical 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*.

2.07 (a) The word "employee" when used throughout this Agreement, shall mean persons included in the above described bargaining unit.

(b) Rights under this agreement shall be exercised only within the bargaining unit of which an employee is a member except where expressly provided otherwise.

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

2.09 A nurse who holds a Temporary Class Certificate of Registration issued by the

College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he may be placed on an unpaid leave of absence, otherwise she or he will be deemed to be not qualified for the position of registered nurse or registered practical nurse, if applicable, and she or he 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.

- 2.10 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.
- 2.11 Where the specific classification titles of Registered Practical Nurse (RPN) or Personal Support Worker (PSW) are used the provision applies exclusively to that classification.
- 2.12 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".

### **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, policies and procedures for the care, welfare, safety and comfort of the residents and the efficient operation and management of the nursing home.
  - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
  - (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, retire, 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 with just cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - (d) To have the right to plan, direct, evaluate and control the work of the employees and the operation of the nursing home; this includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, implementing work schedules; the increase or reduction of personnel in any 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 all employees. All employees have the right to be treated with respect and dignity. All employees have 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 shall be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

The Union agrees that, except as provided for in the agreement, there will be no union activity on the premises of the Employer during the employee's working hours except by agreement by the Employer.

- 4.02 There shall be no discrimination on the part of the Employer or the Union 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.

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

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," ref: *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 she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer’s policy on harassment and process. Failing resolution, an employee may follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

#### 4.05

##### 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 she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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/alternative work program, except as required by law.

#### 4.06

##### 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 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 representation:
- (a) Up to four (4) Union Representatives in the bargaining unit. Upon mutual agreement of the parties the foregoing 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 up to two (2) employees in the bargaining unit.
  - (c) A Negotiating Committee of up to two (2) employees in the bargaining unit and an alternate and two (2) employees from management excluding Union and management negotiators.
  - (d) A Union - Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, at least quarterly, or more frequently as otherwise mutually agreed. 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.
  - (e) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.
- 6.02 The Union will supply the Employer with the names of its representatives and any change.
- 6.03
- (a) The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
  - (b) All committee members shall be employees of the Employer who have completed probation.
- 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, but excluding arbitration, and while



attending meetings with the Employer. Notwithstanding the definition of the first shift of the day employees on the night shift proceeding or the evening and night shift on the actual day shall receive paid time off.

In no event shall such attendance result in overtime pay of any sort.

- (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 shall advise a Union Representative of all new hires and agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, at a time mutually convenient between the parties for a period not to exceed fifteen (15) minutes, solely 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. Where the Labour Relations Officer is the designated Union representative, the Employer shall advise the Labour Relations Officer and arrange a time for the interview.

#### 6.06 Health and 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 accidents, injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) Ontario Nurses' Association representative selected or appointed by the Union.
- (c) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the Act, which shall identify potential dangers, recommend means of improving health and safety programs, and obtaining information from the Employer or other persons respecting the identification of hazards and standards.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- (e) Meetings shall be held quarterly or more frequently at the call of the Chair, if required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her or his duties shall be deemed to be time worked for which she or he shall be paid by the Employer at her or his regular hourly rate of pay, as may be applicable, and she or he shall be entitled to such time from her or his work as is necessary.

- (g) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative for classes that are held in classrooms. For online courses the Employer will provide time during working hours to complete the training or the employee may learn at their own pace at home and upon successful completion of the course they will be granted two lieu days to be used at a mutually agreeable time.

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

- (h) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place together and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.
- (i) 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.
- (j) The parties will abide by the *Occupational Health and Safety Act*.
- (k) Infectious Diseases

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

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

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

- (l) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not 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
- (m) 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 his/her work.

The employee must report the incident by the end of of their shift .The employee will present her or his receipt to the Employer within seven (7) days after the event, unless it was impossible for her or him 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).

## 6.07

### Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.12.
- (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. The local parties will consider appropriate measures and procedures in consultation with the Joint Health and Safety committee to address violence in the workplace, which may include, among other measures and procedures:

- i) Alert employees about a person with a known history of aggressive and responsive behaviours and their known triggers by means of:
    - a) electronic and/or other appropriate flagging systems
    - b) direct verbal communication / alerts (i.e. shift reports)
  - ii) Communicate and provide appropriate training and education; and,
  - iii) Reporting all incidents of workplace violence.
  - iv) Long-term care home wide violence risk assessments.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
  - (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
  - (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

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

It is understood that all such occurrences will be reviewed at the Resident Care Conference. The parties further agree that suitable subjects for discussion at the Union-Management Committee will include aggressive residents.

The parties further agree that inservice will be arranged on an as needed basis to provide education related to aggressive residents.

#### 6.08 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 clinic.

6.09 All time spent by a member attending meetings of any Employer designated committee shall be deemed to be time worked for which she or he shall be paid by the Employer at her or his regular hourly rate of pay, as may be applicable.

6.10 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.

## **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 for each 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 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Provincial Secretary Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 The Union will indemnify and save the Employer harmless with respect to all monies deducted and remitted in accordance with Article 7.
- 7.05 (a) The total amount deducted pursuant to Article 7.02 above shall be remitted monthly to the Union no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees and the amounts deducted in accordance with this Article.
- (b) 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 nursing home. The Employer will also identify all terminations and newly-hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer will endeavour to provide information in electronic format if the Employer has the technology.
- 7.06 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

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

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee covered under this agreement relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitrable and the allegation that this agreement has been violated.

- 8.01 (a) The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or

Union shall first discuss any individual complaint informally with the Director of Care or their immediate supervisor who is not a member of the bargaining unit, at the first opportunity.

- (b) An Employee shall not leave her regular duties in order to submit a grievance until she has first secured permission from her immediate supervisor. Such permission shall not be unreasonably withheld and shall be granted prior to the end of the shift.

8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her Union Representative. 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, an earnest effort shall be made to settle such differences within ten (10) working days of the occurrence.

Step No. 1

If further action is to be taken, then within ten (10) working days of the discussion, the employee, who may request the assistance of her or his Union Representative, shall submit the written grievance to the Administrator. A meeting will be held between the parties within ten (10) working days. The Administrator shall give a written decision within ten (10) working days of the meeting 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 then a meeting will be held at which shall attend, the Director of Human Resources and the Labour Relations Officer, if no settlement is reached, then 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) working days after the decision under Step No. 2 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, the article of the agreement that is alleged to have been violated and the remedy sought by the grievor.

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

8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her or his designate within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 Discharge Grievance

- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. The Employer will determine the applicable standards. An allegation of action contrary to this clause may be taken up as a grievance.
- (b) A claim by an employee that she or he has been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within ten (10) working days after the employee is notified of her discharge.
- (c) Such grievance shall proceed directly to Step No. 2 of the grievance procedure and must be presented in writing, dated and signed within ten (10) working days following the discharge.

- 8.09
- (a) If an employee is to be reprimanded or disciplined, she may have a Union Representative present if she so requests.
  - (b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.
  - (c) The Union Representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union Representative is unavailable, the Union Representative shall provide an alternate representative.

8.10 Policy Grievance - Union Grievance

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

8.11 Policy Grievance - Employer Grievance

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

8.12 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.

8.13 If no resolution is reached at Step 3 and if the parties are agreeable, a Grievance Mediation Officer will be utilized immediately thereafter.

Should the Grievance Mediation Officer be unsuccessful in resolving the issue(s) Article 8.13 will be invoked immediately.

8.14 Arbitration

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

(b) Within ten (10) days of the receipt of notice referred to in Article 8.13 (a) above, either party may require a process for a sole arbitrator, selected from the panel set out in Appendix "C", where the grievance concerns:

- i) a job posting
- ii) a short term layoff
- iii) responsibility pay, premiums, overtime and call-in pay
- iv) entitlement to leave



- v) scheduling issues
- vi) any other grievance as mutually agreed.

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

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.15.

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

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

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

- 8.15 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.
- 8.16 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.
- 8.17 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 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. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.
- 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, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.21 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and

the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

## **ARTICLE 9 – SENIORITY AND JOB SECURITY**

- 9.01 (a) Seniority and service for full-time employees shall be defined as the length of service with the employer since the date of last hire.
- (b) Part-time employees shall accumulate seniority on the basis of 1800 hours paid equals one year of seniority and service.
- (c) The employees will be on a probationary period in accordance with the following:
- i) four hundred and fifty (450) hours worked for full-time employees
  - ii) four hundred and fifty (450) hours worked for part-time employees
  - iii) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.
  - iv) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.
- 9.02 The Employer shall supply the Bargaining Unit President with copies of the seniority list in January and July of each year, showing Employees' names, their start date and the number of hours of accumulated seniority. Seniority lists shall be posted in order of seniority with both part-time and full-time employees showing. A challenge by an Employee as to the accuracy of the seniority list shall not be accepted after thirty (30) days following the posting of the seniority list.
- 9.03 Seniority shall be retained and accumulated when an Employee is absent from work under the following conditions:
- (a) When on approved leave of absence with pay;
  - (b) When on an approved leave of absence without pay not to exceed thirty (30) consecutive calendar days;
  - (c) Generally when absent due to disability including WSIB 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 (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*.

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

- (a) When on an approved leave of absence without pay, not provided for in Article 9.03 (b) above;
- (b) When absent due to layoff up to 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*.

9.05 An Employee shall lose all seniority and shall be deemed terminated if she or he;

- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent for two (2) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) Is laid off for more than thirty (30) calendar months;
- (e) Retires;
- (f) When in receipt of Workplace Safety and Insurance Board payment as the result of injury or illness incurred while in the employment of the Employer in excess of twenty-four (24) months.
- (g) When on illness absence not paid by the employer in excess of twenty-four (24) calendar months and there is no reasonable likelihood the employee will return to work in the foreseeable future;
- (h) Utilizes a leave of absence for purposes other than those for which the

leave of absence was granted or fails to report for work on the first scheduled day following the expiration of a leave of absence unless a reason satisfactory to the Employer is given prior to the expiry of the leave of absence.

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

- 9.06
- (a) In the event vacancies occur in existing job classifications, the Employer will post such vacancies for a period of ten (10) calendar days, and shall stipulate the classification, qualifications, shift, hours, work days, rate of pay and department concerned, in order to allow employees with seniority, qualifications, skill and ability to apply and be considered before new employees are hired. If the applicants who apply for a posted position are not qualified to perform the work required, the Employer reserves the right to immediately hire from outside applicants.
  - (b) Temporary vacancies of six (6) weeks or less need not be posted, but the Employer will endeavour to divide the available hours as equitably as possible among regular part-time employees within the classification who are available and able to perform the duties.
  - (c) An employee who is absent due to leave of absence or illness shall have the right to return to her former position as shall the employee(s) who fill temporary vacancies subject to Articles 9.04 and 9.05.
  - (d) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
  - (e) Until the vacancy identified by the posting is filled, the Employer may, at its discretion, fill the vacancy on a temporary basis.
  - (f) The successful applicant shall be placed on a familiarization period in the new position for a period of up to one hundred and sixty-two and one-half (162.5) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:
    - i) The employee feels that she is not suitable for the position and wishes to return to her former position;
    - or
    - ii) The Employer feels that the employee is not suitable for the position and requires that she returns to her former position.
  - (g) In the event of either 9.06 (i) (a) or (b) above, the Employee will return to her former position and rate of pay without loss of seniority. Any other Employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and rates of pay without loss of seniority.
  - (h) Successful applicants for a job posting and new employees will be required to remain in the position for a period of nine (9) months from the date the Employee commences working in the position. This Article will not apply to any Employee applying for a position to change their status from full-time to

part-time, or vice versa.

- 9.07 (a) Part-time employees shall be given the first opportunity to fill temporary vacancies that do not have to be posted. The Employer will outline the conditions and duration of such vacancy. The Employer shall appoint the senior interested employee provided they have the qualifications, skill and ability to do the job.
- (b) All temporary vacancies beyond six weeks will be posted in accordance with the Collective Agreement and the postings will indicate the expected time frame for the temporary position.

If the Employer elects to post a temporary position under 9.06 (b) then 9.07 (b) applies.

Where an employee is the successful candidate for a temporary full-time or temporary part-time position the employee may not be considered for any other vacancies except in the following circumstances:

- 1) A permanent full-time or permanent part-time position becomes available and the employee wishes to apply for permanent status.

If an employee is the successful candidate for a temporary position and extenuating circumstances arise in regard to the employees' ability to fulfill his/her commitment, the employee shall meet with the Union and the Employer to discuss returning to his/her original position.

- 9.08 In cases of promotion, demotions or permanent transfer of Employees within the Home, the qualifications, skill, ability and seniority of the Employees shall be considered. Where these factors are equal, the applicant with the greatest seniority shall govern. Upon request an unsuccessful applicant will be advised in writing of the reason/s for lack of success.

- 9.09 (a) In the event of lay-off the Employer will lay off employees within each classification in the reverse order of their seniority, provided that there remain on the job employees who have the ability and qualifications to perform the work. No agency or new hires will be used when there is an employee on layoff provided that the employees on lay-off will meet the staffing requirements of the home. The parties agree to discuss the use of laid off employees and the use of agency staff should the need arise.

The classification being as follows:

- i) Registered Practical Nurses
- ii) Health Care Aides, Nurses Aides, Activity Aides, Restorative Care Aide, and Personal Support Workers.

- (b) Recall to a regular part-time or full-time position shall be in the reverse order of seniority.

It is the responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to

do so by priority post, addressed to the last address on record with the Employer, and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is responsible for her proper address being on record with the Employer.

- (c) For layoffs and recalls seniority shall be based on an integrated seniority list. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual or relief shifts.
- (d) Each layoff/recall will remain separate within each classification.
- (e) The Employer and the 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.

9.10 In the event of a long term or permanent layoff, the Employer and the Union will meet and discuss the nature of the layoff/s at a union/management committee meeting at the earliest opportunity. It is understood that permanent or long-term nature means a layoff which will be longer than eight (8) weeks.

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

9.11 Notice of layoff to employees shall be in accordance with the Employment Standards Act of the Province of Ontario

9.12 Lay-Off – Process and Options

- (a) An employee who has been notified of a long term or permanent layoff may:
  - i) accept the layoff;
  - ii) elect to transfer to a vacant position provided that she/he is qualified to perform the available work;
  - iii) displace another employee within their own classification as stated in Article 9.09 who has lesser bargaining unit seniority and who is the least senior employee on a shift/floor/unit or area whose work the employee is qualified to perform, elect to receive severance pay as

set out in Article 9.10, if eligible, and it will be paid in accordance with the provisions of the *Employment Standards Act*.

- (b) An employee, upon long-term layoff, will continue in the benefit coverage (excluding short term illness) until the month following the date the lay-off started. The Employer will continue to pay the Employer share of benefit premiums, provided the employee submits the employee share.

#### 9.13 Positions outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. 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 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 she or he 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 promotion with the Employer to a permanent position outside 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 9.13(a) or (b).

#### 9.14 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 1800 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 1: Practices relating to the retention of sick leave, vacation or other credits on transfer to part-time status will be retained. Percentage in

lieu will not be paid on top of the hourly rate paid on liquidation of sick leave credits by part-time employees.

## **ARTICLE 10 - EMPLOYEE FILE**

- 10.01 Subject to prior arrangement with the Employer, an Employee shall have the right, at least once a year, to have access to her file during normal office hours for the purpose of reviewing any evaluation or formal disciplinary notations contained therein, in the presence of her Department Head.
- 10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.03 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period.
- 10.04 In the event that it is deemed necessary by the Employer to file a letter of discipline, the Employer shall, within five (5) days thereafter, give written particulars of such discipline to the employee.
- 10.05 When, as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign and review the form in question and comment on its' contents. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee

## **ARTICLE 11 - LEAVE OF ABSENCE**

### 11.01 Personal Leave of Absence

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

An employee may not engage in gainful employment during such leave if it is inconsistent with the purposes of the leave.

### 11.02 Union Leave

#### (a) Local Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Union business in accordance with the following provisions:

- i) Leaves of absence will not be requested for more than three (3) Employees in any calendar year;



- ii) No Employee will be granted more than two (2) leaves of absence in any calendar year;
- iii) Leaves of absence will not be requested for more than one (1) Employee from any department at any one time. Leave of absence for Union business shall be given up to a cumulative total of thirty-five (35) days during the calendar year. Such leave shall be subject to the efficient operations of the Home.

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

(b) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted such leave of absence as she or he may require to fulfil the duties of the position without 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 her intention to return to work within two (2) weeks following termination of office.

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

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

- (e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) 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.

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g. 3,000 hours of part-time service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 11.10, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

During such leaves of absence all salary, statutory benefits, pension, vacation 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 unless the Union decides to take sole responsibility for these employee obligations.

- 11.03 (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her or his responsibilities with the Employer provided it does not affect the staffing of the nursing home.
- (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

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 of the days of leave shall include the day of the funeral or equivalent service. Additional days off without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such paid 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 of the days identified above without loss of pay to attend the interment or ceremony.

- (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 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, step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay 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 improves upon the Act.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her or his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her or his former position, unless the position has been discontinued in which case she or he shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided for in this agreement, who has applied for and is eligible to receive Employment Insurance pregnancy benefits, shall be paid a supplemental unemployment benefit.

Following the waiting period the benefit shall be equal to the difference between 75% of the employee's regular weekly earnings and the employee's weekly unemployment benefit, upon the employee's submission of initial confirmation of Employment Insurance payment (or more frequently where the payment changes) proof of payment by the Employment Insurance Commission 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. In no case shall the benefit exceed the difference between 75% of the employee's regular weekly earnings and the sum of employee's weekly unemployment insurance benefit and any other earnings. The payment shall continue up to the maximum claimed and allowed under the Employment

Insurance regulations. The employee's regular weekly earnings shall be determined by dividing her earnings on her last day worked prior to the commencement of the leave by her hours of work that day and then multiplying the result by her normal weekly hours. Normal weekly hours shall be determined by the average number of hours the employee worked during the last twenty weeks that she worked.

- (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 pregnancy and 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 she did not.
- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends sixty one (61) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

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

#### 11.06 Jury and Witness Duty

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

- (a) shall notify the Director of Care, as soon as possible, when required to service under any of the above circumstances;
- (b) presents proof of service requiring her or his attendance;
- (c) deposits with the Employer the full amount of compensation received less expenses, for such service;
- (d) will normally come to work during those scheduled hours of the day shift that she or he is not required to attend court. In the event that an employee is

scheduled to the afternoon shift, she or he shall not be required to attend court and then report for duty the same day; and

- (e) will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she or he shall not be required to attend work for her or his night shift commencing later that day.

#### 11.07

#### Effect Of Absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she or he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence 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).

In the case of an employee on Workplace Safety and Insurance Board payment, the Employer shall continue to pay its share of the premium for the benefit plans (excluding the pension plan) for up to 30 months. The Employee must first remit her share of the benefit premiums to the Employer.

Should an employee discontinue benefits while on the unpaid leave and then seek to reinstate benefits at any time prior to or after her return to work she will have to satisfy the reasonable requirements of the carrier for evidence of insurability.

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with premium payment for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

#### 11.08 Family Medical Leave

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

#### 11.09 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.

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

#### 11.11 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) For the purpose of this Article, the following shall be considered as Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1st)	One Floating Day (Anniversary)
Civic Holiday	
One Floating Day (Birthday)	

- (b) The "one floating holiday" (Anniversary) listed in clause 12.01 (a) above, shall be celebrated on the employee's anniversary date of employment or, alternatively, on a date within thirty (30) days following such anniversary date as mutually agreed between the employee and the employer. If agreement cannot be reached on a suitable alternate date, the employee's anniversary date of employment shall be considered to be that holiday.
- (c) The "one floating holiday" (Birthday) listed in clause 12.01 (a) above, shall be celebrated on the employee's birthday or, alternatively, on a date within thirty (30) days following such birthday as mutually agreed between the employee and the employer. If agreement cannot be reached on a suitable alternate date, the employee's birthday shall be considered to be that holiday.
- (d) If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement.

12.02 Holiday pay will be computed on the basis of the employee's regular rate for the number of hours she or he would have worked during her or his normal daily tour had there been no holiday.

Effective June 30, 2016 part-time employees will receive holiday pay as part of in-lieu payment. In conjunction with the amendment, increase in-lieu payment from 7% to 8.5%.

A part-time employee who is required to work on a listed holiday shall be paid at the rate of time and one-half (1-1/2) her or his regular straight time rate of pay for all hours worked on such holiday.

- 12.03 (a) In order to qualify for pay for a holiday, an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the day concerned unless excused by the Employer or unless the employee was absent due to:
- i) legitimate illness or accident which commenced immediately preceding or following the date of the holiday; or which was compensated under Article 14;
  - ii) vacation granted by the Employer; or
  - iii) the employee's regular day off; or

- iv) a paid leave of absence provided the employee is not otherwise compensated for the holiday.
- v) There shall be no pyramiding of premium pay, overtime pay, sick leave and holiday pay.

12.04 An employee who is required to work on a listed holiday shall be paid at the rate of time and one-half (1-1/2) her or his regular straight time rate of pay for all hours worked on such holiday and, in addition, shall be entitled to holiday pay computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at her or his regular rate of pay.

12.05 Paid holidays - Long Weekends

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

12.06 (a) When a holiday falls within an employee's vacation period, it shall be added to the end of her or his vacation or taken at a mutually agreeable time to the parties within 3 months of the holiday.

(b) If any of the above-mentioned paid holidays fall on an employee's regular day off, the employee, at her or his option may elect to receive a day's pay or may elect to receive an additional day off in lieu thereof. The additional day off will be as scheduled by the Employer within the two (2) week period immediately following the occurrence of the paid holiday, however, the Employer shall endeavour to schedule such additional day off in conjunction with scheduled week-ends off or vacation taken during the four (4) week period.

12.07 For the purpose of clarifying when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

**ARTICLE 13 – VACATION**

13.01 (a) Employees who have not completed their probationary period as of June 30<sup>th</sup> will receive four percent (4%) of their gross earnings up to June 30<sup>th</sup>.

(b) Employees who have completed their probationary period as of June 30<sup>th</sup> of the current year shall receive one (1) days of vacation for each month of service to a maximum of ten (10) days at their current rate.

(c) Employees with one (1) year of continuous service on or before June 30<sup>th</sup> of the current year shall receive two (2) weeks' vacation at their current rate.



- (d) Employees with three (3) years of continuous service on or before June 30<sup>th</sup> of the current year shall receive three (3) weeks' vacation at their current rate.
- (e) Employees with eight (8) years of continuous service on or before June 30<sup>th</sup> of the current year shall receive four (4) weeks' vacation at their current rate.
- (f) Employees with fourteen (14) years of continuous service on or before June 30<sup>th</sup> of the current year shall receive five (5) weeks' vacation at their current rate.
- (g) Employees with twenty-three (23) years of continuous service on or before June 30<sup>th</sup> of the current year shall receive six (6) weeks' vacation at their current rate.
- (h) Employees with twenty-eight (28) years of continuous service on or before June 30<sup>th</sup> of the current year shall receive seven (7) weeks' vacation at their current rate.

Employees must take at least two (2) weeks of their vacation entitlement in one (1) week blocks. Additional entitlement may be taken as individual days by mutual agreement of the parties.

13.02

- (a) Part-time employees shall receive vacation entitlement on the basis of eighteen hundred (1800) hours equals one (1) year of service.
- (b) All part-time employees shall be entitled to vacation time with pay based upon the applicable percentage of gross earnings provided in accordance with the vacation entitlement of full-time employees.
 

(a)	three (3) weeks entitlement	6%	5,400 hours
(b)	four (4) weeks entitlement	8%	14,400 hours
(c)	five (5) weeks entitlement	10%	25,200 hours
(d)	six (6) weeks entitlement	12%	41,400 hours
(e)	seven (7) weeks entitlement	14%	50,400 hours
- (c) Part-time vacation pay for the prior vacation year (July 1st - June 30th) will be paid by July 31st of each calendar year.

13.03

- (a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- (b) The Employer shall make the vacation request sheet available by March 1<sup>st</sup>. Employees shall make their requests on the sheet by March 31<sup>st</sup>. Vacation approvals shall be provided no later than April 30<sup>th</sup>
- (c) Vacation requests under (b), above, shall be granted by seniority in each classification
- (d) Vacations requested at other times shall be granted on a first come first served basis. Employee's who are granted vacation on this basis may not be displaced by a more senior employee.

- (e) The Employer shall respond to requests under (d), above, within two (2) weeks of the receipt of the request.
- (f) An employee who wishes a vacation between June 1st and September 1st must apply to her department head by March 31<sup>st</sup> of the same year
- (g) Vacations are not cumulative from year to year and all vacations must be taken in the vacation year for which they are given. Employees shall not waive vacation and draw double pay. Vacation requests shall not be unreasonably denied.
- (h) Vacation requests for the period July 1<sup>st</sup> to September 1<sup>st</sup> shall be limited to two (2) weeks. Additional time may be granted, if available, after all other requests are processed.

13.04 Vacations - Interruption

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

13.05 Employees who have lost their seniority and have terminated their employment between vacation periods, shall on termination of employment be paid any outstanding vacation allowance to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

- 13.06
- (a) Vacations may be taken at any time of the year providing this does not interfere with the efficient operation of the Home.
  - (b) The weekend prior to or after an employee's vacation shall be scheduled as a weekend off unless otherwise requested.

- 13.07
- (a) Where two (2) or more employees request vacation at the same time, seniority shall be the governing factor.
  - (b) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
  - (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation period.

#### **ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN**

14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the *Workplace Safety and Insurance Act*. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.

- (a)
  - i) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the end of the first week of such illness or injury.
- (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under (c) below. 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 E.I. 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 (a) (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 he or she must provide such a certificate.
- c) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "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 his or her physician (or nurse practitioner or midwife, in the context of the employee's pregnancy) that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on his or her supplying such certificate.
- d) The Employer reserves the right to require a medical certificate at the Employer's expense in special circumstances, such as:
  - i) When the information provided in the standard form is insufficient to substantiate illness or injury; or
  - ii) When additional information is required to establish that the employee is medically able to return to work with or without accommodation; or
  - iii) Under other circumstances, subject to 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 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.
- 14.05 An employee off work due to illness shall not engage in any gainful employment during the time she is claiming sick benefits.

## **ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS**

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five hours in any bi-weekly period.
- 15.02 The normal daily tour shall consist of seven and one-half hours, exclusive of a one-half hour unpaid meal period. 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.
- 15.03 Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 15.04 (a) The Employer will endeavour to keep the number of hours comprised of less than 7.5 hours to a reasonable level.
- (b) Where an employee is scheduled to work less than a normal tour (7.5 hours), Article 15 shall apply in its entirety except as amended by the following:
- i) Each employee who works less than seven (7) hours but greater than five (5) hours shall receive one-half hour unpaid meal break and one 15 minute rest period with pay.
- ii) Each employee who works five (5) hours or less shall receive only one 15 minute rest period with pay.
- 15.05 The expectation is that employees will meet their commitment.
- Requests for change in posted work schedules must be submitted in writing within forty-eight (48) hours except in case of emergency and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her or his 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.
- The employee may elect to substitute a vacation day or paid holiday for a scheduled shift, however the Administrator may authorize that the employee may give away the shift as long as the operational needs of the home are met. The Administrator may take extenuating circumstances into account in her decision making.
- 15.06 Daylight Savings Time
- Where there is a change to Daylight Savings from Standard Time or vice versa, an employee, who is scheduled and works a full shift, shall be paid for 7.5 hour tour rather than the actual hours worked.

15.07 Work schedules shall be posted two (2) weeks in advance and shall cover a two (2) week period and shall not be changed by the employer once posted without the employee's consent.

When the schedule is posted, staff must bring any concerns to the attention of management within seventy-two (72) hours, otherwise the posted schedule will stand.

15.08 Scheduling

Four (4) days off will be scheduled each bi-weekly pay period and schedules will provide for not more than six (6) consecutive days of work unless mutually agreed otherwise.

15.09 The Employer will endeavour to schedule every other weekend off to full-time employees. A full-time employee will receive premium pay at the rate of time and one-half her or his regular rate for all hours worked on a second consecutive and subsequent weekend save and except where:

- (a) such weekend has been worked by an employee to satisfy specific days off requested by such employee; or
- (b) such employee has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of tours with another employee.

15.10 (a) The lunch period will be at times scheduled by the Employer and shall not be interrupted except in cases of emergency. Should an employee be called to work during her or his unpaid meal periods she or he will be paid overtime premium rates, but only for the time worked.

(b) Where employees are currently scheduled for shifts that are less than seven and one half (7.5) hours and after the posting of the schedule the employer requires an employee to work seven and one half (7.5) hours on that shift the employees who have been scheduled to work less than seven and one half (7.5) hours shall be offered the full shift.

(c) Call in for additional shifts, or extra hours will be offered to the employees by rotational seniority provided it does not result in overtime payment.

(d) All Employees shall provide the Employer with their availability in writing to the Administrator or designate, two weeks in advance of posting the schedule as per Article 15.09(c). All Employees shall be scheduled up to their commitment according to their availability and extra tours shall be offered to all employees in order of seniority. The Employees shall also be available for extra tours during the vacation period (July and August) and the Christmas and New Year's period.

(e) Each call-in will be indicated on the call-in sheet as to "accepted", "no answer" or "refused". An employee not available to come to the phone if the call is answered will be expected to have instructed the person answering as to their availability - otherwise the call will be marked as "refused". "No

answer” and “refused” shall be counted as “refused” for the purpose of call-in rotation. An answering machine will be considered “no answer”.

- (f) There shall be at least sixteen (16) hours time off when tours of duty are changed and at least forty-eight (48) hours time off following a period of night duty when tours of duty are changed unless otherwise agreed to between the Employer and the employee.
- (g) The employer shall bypass an employee on the call-in list who would be eligible for overtime premium if called in to work, until such time as all employees on the call-in list who are available would be eligible for overtime pay. In this case, the overtime shift will be offered to employees according to bargaining unit seniority.
- (h) The employer will schedule based on employee preferred shift basis. Employees will be assigned preferred shift on the basis of bargaining unit seniority. Once a preferred is chosen, changes can only be made through the Job Posting procedure.
- (i)
  - (i) The employer shall endeavour to schedule a full-time employee off work for a minimum of three (3) consecutive days at Christmas or New Year’s unless otherwise requested by the employee. It is understood that each employee will be granted every other Christmas off. The Administrator may schedule more days off as long as the operational needs of the home can be met. Such additional days off will be scheduled on the basis of seniority on a rotational basis. Employees shall request their time off by October 15th and time off shall be posted by November 15th.
  - (ii) Except where mutually agreeable between the Employee and the Employer, schedules shall be arranged so that as much as possible, an employee has a minimum of three (3) scheduled paid days off including the day on which the holiday is celebrated.
  - (iii) The holidays at Christmas and New Years, where feasible, will be alternated each year and rotated every other year, e.g., no employee shall be required to work the Christmas holiday two (2) years in a row. The Company will endeavour to arrange that if the employee is off over Christmas, they will work New Years.
- (j)
  - (i) When a regular part-time position which has regularly scheduled hours of less than 45 bi-weekly becomes vacant, the Employer shall have the right to post the vacancy as a position for an amount of regularly scheduled hours bi-weekly which amount is less than 55 hours.
  - (ii) Shifts shall only be scheduled pursuant to Article 15.09 (c) once all positions have been scheduled hours in accordance with the hours of their posted position.
  - (iii) Nothing in this Article diminishes the Employer’s rights prior to the 2004-2006 collective agreement to create new positions.

15.11 A weekend consists of sixty-four (64) consecutive hours off work during the period following completion of the Friday day shift until the commencement of the Monday day shift unless otherwise mutually agreed upon.

15.12 Implementation of extended tours

The parties agree that if there is sufficient interest amongst the employees on a unit, that a schedule allowing for extended tours will be trialled for a six (6) month period. Any such schedules will be developed on the basis of the following principles:

- (a) Each unit must have at least eighty percent (80%) agreement of the full-time and part-time employees who work in the unit to implement an all extended tour schedule.
- (b) The Administrator may exercise her discretion in instances where sufficient employees have indicated an interest in working extended tours and the number is less than eighty percent (80%), and implement a schedule that accommodates both extended and regular tours, on a six (6) month trial basis.
- (c) Prior to the implementation of any such schedules the Employer will meet with the Union to establish the scheduling provisions in more detail.
- (d) At the end of the six month trial basis there will be an review where both staff satisfaction and the operational needs of the home will form part of the discussion, before any decisions are made with respect to either the continuation or discontinuation of any such schedules.
- (e) All terms and conditions of the Collective Agreement and Appendices shall remain in full force and effect with the following exceptions:

Hours Of Work

The normal daily extended tour shall be 11.25 hours in any 24 hour period, exclusive of forty five (45) minutes of unpaid meal time Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty five (45) minutes.

Payment for bereavement leave is based on 11.25 hours.

Payment for vacation and holidays for full time employees is based on the equivalent to the 7.5 hour entitlement.

Shift and weekend premiums, if applicable, will be for the same hours as applied to seven and one half (7.5) hour tours.

Overtime will be paid for all hours worked in excess of 11.25 hours on a scheduled tour, in accordance with Article 16.

Shift exchanges will be in accordance with Article 15.

The Employer and Union agree to meet to discuss any on going issues with a view to problem solving during the trial period.



15.13 Individual Special Circumstance Arrangements

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

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual<sup>1</sup> not to a position. The parties will agree to the scheduling provisions that will apply to the employee including that no additional shifts will be scheduled for employees working Individual Special Circumstances Arrangements
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

**ARTICLE 16 - PREMIUM & OTHER PAYMENTS**

Full-time

16.01 A full-time employee may have the option of selecting compensating time off up to 22.5 hours at the appropriate premium rate without loss of pay in lieu of overtime with the approval of the Employer. If an employee elects to take such compensating time off, such time will be scheduled at a mutually agreeable time. In the event the Employer and the employee are not able to agree upon a date within forty-five (45) days, the Employer will pay out compensating time.

16.02 (a) Full-time

Overtime at the rate of time and one-half (1½) shall be paid for all authorized hours worked over 7.5 hours in a twenty-four (24) hour period beginning with the day shift. Overtime at the rate of time and one-half (1½) will also be paid for authorized hours worked in excess of 75 hours in any standard bi-weekly period. It is understood and agreed that no overtime will be paid if the excess hours worked resulted from shift change arrangements between employees.

(b) Part-time

Overtime at the rate of time and one-half (1½) shall be paid for all authorized hours worked over 7.5 hours in a twenty-four (24) hour period beginning with the day shift. Overtime at the rate of time and one-half (1½) will also be paid for authorized hours worked in excess of 75 hours in any standard bi-weekly period. It is understood and agreed that no overtime will be paid if the excess hours worked resulted from shift change arrangements between employees.

16.03 Overtime on a Premium Day

When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours in excess of her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.04 Overtime at the rate of time and one-half (1-1/2) shall be paid when an employee who is normally scheduled to work 75 or more hours in a bi-weekly period, is required to work on her or his scheduled day off, unless a substitute day off can be scheduled by mutual consent.

Overtime at the rate of time and one-half (1 ½) shall be paid for all work performed after working on six (6) consecutive days. This provision does not apply to tours included in the schedule when originally posted if that schedule complies with Article 15.08.

16.05 This article shall not apply to employees returning without notice from an indefinite absence.

(a) If any such employee reports to work at the regularly scheduled time for her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- i) The employee has not been previously notified by the Employer to the contrary at least one (1) hour prior to the commencement of the shift;
- ii) If requested by the Employer, the employee shall perform for a minimum of four (4) hours such available work within her classification as the employer may assign;
- iii) the employee has kept the Employer informed of her current address and telephone number.

16.06 When an employee is called in to work within one-half (½) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, the employee shall be paid as if the entire shift had been worked, provided she completes the shift for which she was called.

16.07 Cancelled Shift

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.

16.08 Effective July 1, 2009, an employee shall be paid a weekend premium of thirty-five cents (35¢) per hour for each hour worked from the completion of Friday day shift to the commencement of Monday day shift. If an employee is receiving premium pay pursuant to weekends worked, the employee will not receive weekend premium under this provision.

Effective July 1, 2013, an employee shall be paid a weekend premium of forty cents (40¢) per hour for each hour worked from the completion of Friday day shift to the commencement of Monday day shift. If an employee is receiving premium pay pursuant to weekends worked, the employee will not receive weekend premium under this provision.

16.09 (a) An employee who is required by her or his Employer to work the evening shift shall receive a shift differential of thirty cents (30¢) per hour for each hour worked in addition to her or his regular pay.

Effective July 1, 2013, an employee who is required by her or his Employer to work the evening shift shall receive a shift differential of thirty-five cents (35¢) per hour for each hour worked in addition to her or his regular pay.

(b) An employee who is required by her or his Employer to work the night shift shall receive a shift differential of thirty-five (35¢) per hour for each hour worked in addition to her or his regular pay.

(c) It is understood that the above shift differential is not part of the employee's regular hourly base rate.

16.10 If an employee works two (2) consecutive shifts she or he shall be provided a meal by the Employer or if a meal can not be provided, she or he shall receive a meal allowance of \$5.00.

16.11 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of any premium pay.

16.12 Responsibility Pay – Registered Practical Nurse

The Employer shall, when no supervisor is on duty in the home, designate a Registered Nurse who is part of regular staffing to be in charge on evening, night, weekend and holiday shifts. Where no such Registered Nurse is available even at premium pay, the Employer shall designate a Registered Practical Nurse to be in charge. A Registered Practical Nurse shall receive eight dollars nine (\$9.00) per shift in addition to her regular rate of pay for such responsibility.

## **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 Union and the Employer.

- 17.02 (a) The Employer shall provide a bulletin board for the use of the Union. It is understood, however, that all materials shall first be approved for posting by the Administrator or his/her designee which approval shall not be unreasonably withheld.
- (b) The Employer agrees to provide locker space. Each employee is responsible for purchasing their own lock. At the end of each shift(s) each employee is responsible for removing their possessions and lock until the next shift.
- (c) The Union will be provided with a locked filing cabinet in a location within the home where it can be accessed whenever necessary.
- 17.03 The Employer may, at any time, substitute another carrier for any plan (other than O.H.I.P.) provided that benefits conferred under any changed plan are not decreased from those benefits provided under Article 18 below and also provided the Union is given advance notice of any such substitution of carriers. It is clearly understood that the Employer' obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Individual claims decisions made by the insurer are not grievable.
- 17.04 Each employee shall keep the Employer informed of changes to relevant employment information.
- 17.05 (a) Provided that sufficient space continues to be available, the employer will provide parking space to employees without charge during their assigned work shift.
- (b) The employer will supply a form for completion by employees which will contain provisions for their name, address, telephone and social insurance number, birth date and other information relevant for employment after the employee is hired, including bank deposit information which will include bank number, transit number and deposit account number.
- (c) It shall be the duty of each employee to promptly notify the employer in writing of any change in address, telephone and bank deposit information. If an employee fails to do so, the employer will not be responsible for failure of a notice or payment to reach such employee.
- (d) All payroll notifications for illness, vacation entitlement and education days are to be submitted to Management on the Friday before the end of the current schedule except for those who take ill during the Friday and Saturday for which they are scheduled to work.
- 17.06 The Employer agrees to pay a Clothing/Shoe allowance of \$130.00 per year to each full time employee and \$65.00 to each regularly scheduled part time employee and \$65.00 to each casual employee who has worked 975 hours in the previous year within the bargaining unit. This allowance will be paid each January for the preceding year.
- 17.07 (a) The Home will notify the local executive monthly of the names of all members who go off work due to a work related injury.

- (b) The Home agrees to provide the member with a copy of the Workers' Safety and Insurance Board Form 7 at the same time as it is sent to the Board. The Employee agrees to forward a copy of Board Form 6 at the same time it is sent to the Board.

17.08 Influenza Vaccine

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

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

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

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

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

- 17.09 Where the employer provides electronic paystubs and/or T-4 slips, the employer will provide accessibility to a computer and printer.

**ARTICLE 18 - HEALTH AND WELFARE BENEFITS**

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

Full-time

Subject to any probationary periods included in the individual plans, the Employer agrees to pay for:

18.01 OHIP

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

18.02 One hundred percent (100%) of the billed premium for a group Life Insurance Plan providing for a minimum of ONE TIMES annual (1x) salary. Together with A D & D coverage.

18.03 Eighty-five percent (85%) of the billed premium for Standard Extended Health Care Plan, with \$10/single and \$20/family deductible, with provision for generic substitution of medications. Vision Care Plan is covered for \$200/24. Effective October 1, 2019 vision care plan is covered for \$300/24 months, with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

Coverage will include hearing aids in the amount of \$400 every 5 years.

Effective October 1, 2019 - \$8.50 Dispensing fee cap

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.

18.04 Fifty percent (50%) of the billed premium of the Blue Cross #9 current ODA Dental Plan less one year. Dental recall of 9 months for adults only. Effective October 1, 2019, Fluoride treatments for persons under 18 only.

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

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

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

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

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

## **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;
- (c) vacation pay; and
- (d) Paid union leaves

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

“Eligible Employee” means full-time and part-time 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 paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

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

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

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

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

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



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

(a) To be Provided Once Only at Plan Commencement

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

(b) To be Provided with each Remittance

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

(c) To be Provided Initially and if Status Changes

- (i) Full Address as provided to the Employer
- (ii) Termination date where applicable (MM/DD/YY)
- (iii) Gender
- (iv) Marital Status

(d) To be Provided Annually but no later than December 31-1

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

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.

- 19.06 If there is an allegation of non payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.

**ARTICLE 20 - ORIENTATION AND IN-SERVICE**

- 20.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 20.02 A newly employed employee shall not be placed in charge, until she or he has been fully oriented to the home.
- 20.03 The following minimums shall be observed in the orientation/familiarization

of a newly hired employee:

- (a) She or he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
- (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
- (c) 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.
- (d) The Employer may, at its discretion, provide orientation in other circumstance

20.04 Both the employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the employer will endeavour to provide programmes related to the requirements of the Home.

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

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

20.05 Employees are encouraged to attend in-service meetings. If an employee is not scheduled the day of the meeting or is unavailable to attend the meeting, they will read and sign a copy of the minutes of that meeting for information purposes.

Employees who are required to attend at mandatory in-service meetings on their regular scheduled day off, shall receive a minimum of two (2) hours pay. If meetings are held at the start or completion of their shift, they shall be paid for time spent at their regular hourly rate. In any case, all hours spent beyond the seventy-five (75) hours bi-weekly shall be paid at one and one-half (1-1/2) times the regular rate of pay.

20.06 Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obliges the employee to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

20.07 Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee,

will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obliges the employee to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

## **ARTICLE 21 – COMPENSATION**

21.01 (a) Salary schedules for employees in the bargaining unit to be tabled during negotiations for the following classification:

- i) Registered Practical Nurse
- ii) Health Care Aide/Personal Support Worker/Restorative Care Aide
- iii) Nursing Assistant/Activity Aides

(b) Employees will be paid wages for each pay period by automatic bank deposit, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends. Pay advice shall be available to employees on their shifts, and shall be available at the Administrator's office prior to pay day.

If an employee fails to provide proper bank deposit information, duplicate funds will not be issued to the employee until the Company's bank has traced and verified recovery of said funds.

(c) The Employee may approach the Administrator during the day shift on a monthly basis to review their monthly statement of sick time banked and/or their vacation time banked.

(d) 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.

If the employer makes a pay error which results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. This payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

21.02 Retroactivity

(a) Salaries

The salary increases as determined in Appendix "A" of the collective agreement shall be effective retroactively on the listed dates for all hours paid. Any employee hired since that date shall be entitled to retroactive pay

as from the date of hire. Any person who has terminated employment shall have a period of sixty (60) days, from the date of the sending of a letter by the Employer to such person to her or his last known address as provided to the Employer by the Union, to apply for retroactive salary. The Employer's letter

in this regard will advise the terminated person of the entitlement to apply for retroactive salary and the method by which application is to be made.

If an employee shall have terminated her employment, the Employer shall advise the employee by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due him/her. If the Employer does not receive a response within the thirty (30) day period, they will no longer be liable for the payment.

Existing employees will be entitled to retroactivity to be paid within three (3) pay periods following the date of award.

- (b) All benefits shall go into effect on the 1st of the month following date of ratification or arbitration award, whichever comes first.

21.03 An annual increment shall be paid on each full-time employee's anniversary date of employment and after each 1800 hours paid in the case of part-time employees. Hours paid include hours paid for under the Workplace Safety and Insurance Act.

21.04 When a new classification in the bargaining unit is established by the Employer or the Home 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 Home 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. 2 of the Grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other health care classifications within the Employer and duties and responsibilities involved.

21.05 (a) All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary, shall be effective on the date of such occurrence.

- (b) An Employee who is transferred from part-time to full-time or vice-versa, shall be placed on the salary grid in accordance with her or his full seniority as set out in Article 9.15.

## **ARTICLE 22 – CMI/RAI MDS REPORT**

22.01 Recognizing the mutual objective of quality resident care, the Employer agrees to meet through the Union Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS report. The Employer

agrees to provide the Union with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS report for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS report on the staffing levels in the Home, quality resident care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review

**ARTICLE 23 – DURATION**

23.01 This agreement shall be in effect until June 30, 2021 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

23.02 Notice that amendments are required or that either party desires to terminate the agreement, may only be given within a period of 90 days prior to the expiration date of this agreement or to any anniversary of such expiration date.

Dated at Port Perry, Ontario, this 05 day of February, 2020.

FOR THE EMPLOYER

FOR THE UNION

Tisha Peers

Silvanna Petersen  
Labour Relations Officer

\_\_\_\_\_

Kristy Grills

\_\_\_\_\_

Sheron Cuthbert

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "A"**

Amend provision to read as follows:

Reflect Restorative Care Aide (RCA) classification on the grid – same as PSW.

**RATES OF PAY**

- Effective July 1, 2019: 1.4% across the board increases for all classifications.
- Effective July 1, 2020: 1.4% across the board increases for all classifications

**A.01      Full-time**

- (a) Full-time employees who are regularly scheduled to work 7-1/2 hours per tour shall be compensated for their services in accordance with the hourly salaries provided in the following grid:

RPN	JULY 1, 2018 12.0%	JULY 1. 2019 1.4%	JULY 1. 2020 1.4%
Start	24.61	\$24.95	\$25.30
1 Year	25.50	\$25.86	\$26.22
2 Years	26.17	\$26.54	\$26.91
3 Years	26.65	\$27.02	\$27.40

HCA/PS W/RCA	JULY 1, 2018 2.0%	JULY 1. 2019 1.4%	JULY 1. 2020 1.4%
Start	19.46	\$19.73	\$20.01
1 Year	21.10	\$21.40	\$21.70
2 Years	21.36	\$21.66	\$21.96
3 Years	21.70	\$22.00	\$22.31

ACT./NA	JULY 1, 2018 2.0%	JULY 1. 2019 1.4%	JULY 1. 2020 1.4%
Start	19.13	\$19.40	\$19.67
1 Year	20.83	\$21.12	\$21.42
2 Years	21.26	\$21.56	\$21.86
3 Years	21.48	\$21.78	\$22.08

Part-time employees will advance up the grid each 1800 hours.

A.02 Part-time employees shall be compensated for their services as above - provided in A.01 for each classification. In addition she shall receive an in-lieu payment of 8.5%.

The in lieu payment is paid in lieu of those fringe benefits paid in whole or in part to a full-time employee set out in Articles 14 and 18 and holiday pay as set out in Article 12.

**APPENDIX "B"**

Chairpersons re: 8.13 (b)

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



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 OR READINESS TO RETURN TO WORK  
DUE TO/FOLLOWING PERSONAL ILLNESS OR INJURY**

**PHYSICIAN/ NURSE PRACTITIONER/ MIDWIFE:**

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

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

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

I, \_\_\_\_\_ confirm that \_\_\_\_\_  
(Physician's/Nurse Practitioner's name) (Please print employee's name)

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

due to \_\_\_\_\_  
(Nature of illness/injury only)

PROGNOSIS:  
\_\_\_\_\_

Will not return to work: \_\_\_\_\_

Will return to work on: \_\_\_\_\_  
(Date)

**RETURN TO WORK**

\_\_\_\_\_ can return to work on \_\_\_\_\_ to carry out normal  
duties  
Employee's Name (Date)

Without restrictions \_\_\_\_\_ **OR** With the following restriction(s) and duration (if applicable):

\_\_\_\_\_  
\_\_\_\_\_

Physician's/Nurse Practitioner's signature: \_\_\_\_\_

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