

COLLECTIVE AGREEMENT

Between:

SHEPHERD VILLAGE INC.
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: June 30, 2016

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish a mutually satisfactory employment relationship, an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible care and health protection for residents within the resources of Shepherd Village.
- The parties confirm that Shepherd Village and its staff are dedicated to providing a safe and secure home for the residents and tenants.
- 1.03 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Shepherd Village Inc. in the City of Toronto, save and except Nurse Supervisors and persons above the rank of Nurse Supervisor.
- 2.02 The Employer recognizes the following categories of employees:
- (a) A "full-time employee" is an employee who is regularly scheduled to work seventy-five (75) hours in a two (2) week period.
 - (b) A "regular part-time employee" is an employee who is regularly scheduled to work less than seventy-five (75) hours in a two (2) week period.
 - (c) A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her.
- 2.03 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and visa-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 The word "employee" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- 2.05 (a) In order to protect the standard of care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation, in the event of an emergency situation, or situations where there are no bargaining unit employees who have made themselves available prior to the work being done. The above will not apply to special nurses employed by residents.

- (b) The Union recognizes staffing is an exclusive management function. The Employer agrees that when it is decided to not fill a position following an employee's resignation, termination or layoff, the Employer will advise the Union of the decision. The Union may request a meeting to make representations on this matter.

2.06 Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities. The Employer agrees to employ sufficient Registered Nurses to meet the staffing needs that may be set from time to time by statute and/or regulation and will comply with the staffing requirements in the service agreement. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies in accordance with Article 9.06 so that any unmet care undertaking will be satisfied.

2.07 The Employer agrees to employ sufficient registered staff and health care aides/ Personal Support Workers to meet the staffing needs that may be set from time to time by statute and/or regulation.

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

2.09 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.

2.10 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario in accordance with the *Nursing Act*, and its Regulations 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 will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A nurse who holds a Temporary Class Certificate of Registration will be paid the start rate of the wage grid.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole
- 3.02 It is agreed that the Employer shall exercise its rights in a reasonable manner and that the Employer shall not exercise these rights in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 – NO DISCRIMINATION

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 4.02 There shall be no discrimination on the part of the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.
- 4.03 Notwithstanding other provisions contained herein the Employer and the Union agree to abide by the Ontario Human Rights Code.

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

- (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, 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 reasonable 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) 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.
- (b) 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.

- (c) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- (d) Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

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.

ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer shall recognize the following representation:

- (a) a grievance committee of two (2) employees;
- (b) a negotiating committee of two (2) employees and a Labour Relations Officer of the Ontario Nurses' Association;
- (c) two (2) Union Representatives. Upon mutual agreement of the parties, the number may be altered from time to time;
- (d) Union – Management Committee

A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but no more than once quarterly, unless required pursuant to Article 19.01, or more frequently as otherwise mutually agreed. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

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

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development.

- ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
- iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.

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

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

6.04 (a) The Employer shall pay designated Union Representatives and Committee members their respective salaries for all time lost from regularly scheduled hours while negotiating the Collective Agreement and renewals thereof, up to but not including arbitration.

(b) If a Representative or Committee member must leave her/his regular duties for a period of time in order to attend to Union business on the premises, she/he will first request permission from her/his Nurse Manager which permission will not be unreasonably denied. Upon completion of her/his business, the Representative or Committee member will report to her Nurse Manager and then return to her/his regular duties.

6.05 Employees attending meetings called by the Employer will be compensated at their regular rate of pay for time spent at such meetings.

6.06 Joint Occupational Health and Safety Committee

(a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the facility, in order to prevent accidents, injury and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.

(b) Recognizing its responsibilities under the applicable legislation, the facility agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health and Safety Act*, on the Committee shall be trained to be a certified worker as defined under the *Act*. Where the retiring certified worker is from outside of the Ontario Nurses Association bargaining unit, the bargaining unit will be offered the opportunity to designate one of its members to become the next certified worker.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety and Health programmes and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.

(d) The facility agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the facility will

provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.

- (e) Meetings shall be held every quarter 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 and copies shall be sent to all Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to,

- i) preparation time in accordance with the *Occupational Health and Safety Act*;
- ii) such time as is necessary to attend meetings of the Committee; and
- iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27) and 9(31) of the *Act*. ref: *Occupational Health and Safety Act*. Sec. 9(34).

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. ref: *Occupational Health and Safety Act*. Sec. 9(35).

- (g) 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 certified 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 worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or 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 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 Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (k) If, in the professional opinion of the employee's physician, the pregnancy may be at risk, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (l) Where the facility identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (m) When it has been medically determined that an employee is unable to return to the full duties of her/his position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and an employees Representative to discuss the circumstances surrounding the employee's return to suitable modified and/or accommodated work.
- (n) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. Employees who are paid by the Workplace Health and Safety Agency for time spent fulfilling the requirements for becoming certified are not entitled to claim pay from the Employer for this time.
- (o) The Employer will review with newly hired employees during their orientation the provisions of the *Occupational Health and Safety Act* dealing with the right to refuse.
- (p) The members of the Committee shall determine amongst the committee members the chairing of the meetings and the taking of minutes.
- (q) Aggressive Clients
The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at 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.

Any steps that are taken must duly consider the health & safety of the residents and proper compassionate care for all residents.

The parties further agree that suitable subjects for discussion at the Union-Management Committee will include issues related to aggressive residents.

(r) The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

- iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

(s) A worker shall:

- i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
- ii) use or wear the equipment, protective devices or clothing that the workers employer requires to be used or worn;
- iii) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- iv) report to his or her employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

(t) Injured Workers Provisions

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

(u) 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.

- (v) 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.

6.07 Occupational Health and Safety – Personal Protective Equipment

- (a) An employee who is or may be required by his or her Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (b) Personal protective equipment that is to be provided, worn or used shall:
- (i) be properly used and maintained;
 - (ii) be a proper fit;
 - (iii) be inspected for damage or deterioration;
 - (iv) be immediately available for use when needed; and
 - (v) be stored in a convenient, clean and sanitary location when not in use.
- (c) When there is disagreement about appropriate personal protective equipment to be used, the higher level of precautions should be used until consensus can be reached.

6.08 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 2.04.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

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

ARTICLE 7 – UNION SECURITY

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

- 7.02 The Employer shall provide the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members' current addresses and phone numbers shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.
- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint formally with the Nurse Manager/Nurse Supervisor at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her employee representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or union representative will bring it to the attention of the immediate supervisor to settle such differences within ten (10) days of the occurrence.

Step No. 1

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

Step No. 2

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

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

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

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

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to Human Resources or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 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. An allegation of action contrary to this clause may be taken up as a grievance. As a good labour relations practice, the Home agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension.

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

8.09 (a) If an employee is to be reprimanded or disciplined, she may have an employee 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.

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

- 8.12 (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 appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Within thirty (30) calendar days of the receipt of notice referred to in Article 8.12(a) above, either party may require a process for a sole arbitrator, where the grievance concerns:
- i) a job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues
 - vi) any other grievance as mutually agreed

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

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

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as

short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

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

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may 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.
- 8.20 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 continuous service with the Home since the date of last hire,

subject to Articles 9.03-9.05, 9.17, 9.18, 9.19 and 11.10 and any other related provision of the Collective Agreement.

- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the Home since the date of last hire, equals one year of seniority and service subject to Article 9.03-9.05, 9.17, 9.18, 9.19 and 11.08 11.10 and any other related provision of the Collective Agreement.

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

- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
- i) four hundred fifty (450) hours worked for full-time employees;
 - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees; and,
 - iii) three hundred sixty (360) hours worked or eight (8) calendar months, whichever comes first, for casual part-time employees.
 - iv) 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.
 - v) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

9.02 Seniority Lists

A copy of the seniority list will be posted by February 28 and August 31 of each calendar year on designated bulletin boards with a copy forwarded to the Bargaining Unit President. Included in the list shall be a breakdown of total hours paid for part-time employees. All lists will include date of hire. Any errors noted in the seniority list should be noted and the employer notified within thirty (30) days, after which the list shall be considered final.

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

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

- (c) when in receipt of illness allowance;
- (d) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for a period of 24 months;
- (e) in accordance with the Employment Standards Act when on pregnancy or parental leave, family medical leave or emergency leave.

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

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

- (a) when on an approved leave of absence without pay, not provided for in 9.03(b) above;
- (b) when absent due to layoff for a period of 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 (30) months;
- (d) when on illness absence not paid by the employer for a period up to thirty (30) months

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

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given;
- (d) is laid off for more than thirty (30) calendar months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) when on illness absence not paid by the employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after posting the notice of recall by registered mail to the last known address (which notification shall be deemed to have been received after

the second day following the date of mailing) according to the records of the Employer and fails to report to work within fourteen (14) calendar days thereafter or such further period of time as may be agreed by the parties.

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

- 9.06
- (a) Where a vacancy which is not covered by Article 9.07 occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
 - (b) Vacancies created by a) above need only be posted for seven (7) consecutive calendar days. Subsequent vacancies may be posted at the discretion of the Employer.
 - (c) Where an employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
 - (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
 - (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- 9.07
- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the bargaining unit. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
 - (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
 - (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
 - (d) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.

- 9.08 In all cases of job postings under Article 9.06 above, the following factors shall be considered:
- (a) skill and ability;
 - (b) seniority.
- Where the factors in (a) are relatively equal, seniority shall govern.
- 9.09 Notwithstanding the level of entry to practice, the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- 9.10 So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.
- 9.11 A layoff shall be defined as a shortage of work warranting a reduction in the workforce or a reduction of the regular hours of work of an employee.
- (a) A layoff of employees shall be made in reverse order of seniority by classification, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees within a classification followed by those who work casual part-time shifts. No agency or new hires will be used when there is an employee on lay-off.
 - (b) Cancellation of single or partial shifts will be on the basis of seniority of the employees on the shift by classification.
 - (c) Recall to a regular part-time or full-time position within a classification shall be in order of seniority. An employee will respond to a notice of recall sent by registered mail within seven calendar days of sending and shall be available for work within an additional 14 days unless otherwise agreed.
- 9.12 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Union, such consent not to be unreasonably withheld, when shown to be in the best interests or residents.
- 9.13 Notice to Union of Long Term Layoff
- In the event of a pending lay-off of a permanent or long-term nature, the Employer will:
- (a) Provide the Union with ninety (90) days' notice;
 - (b) Meet with the Union to review the following:
 - i) the reasons causing the lay-off;
 - ii) the service which the Employer will undertake after the lay-off;

- iii) the method of implementation, including areas of cutback and the employees to be laid off.

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

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

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

- i) accept the layoff; or
- ii) opt to retire if eligible; or
- iii) elect to transfer to a vacant position provided that she/he is qualified to perform the available work; or
- iv) displace another employee in their own classification who has lesser bargaining unit seniority and who is the least senior employee on a shift/unit or area whose work the employee is qualified to perform.

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

9.17 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual part-time employees the maximum is \$250.00.

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

9.18 (a) An employee who is transferred to a position outside the bargaining unit for a period of not more than six (6) months and shall continue to accrue seniority, service or benefits.

An employee who is transferred to a position outside of the bargaining unit for a period of more than six (6) months but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit. Should the employee return to the bargaining unit, all other employees shall revert to their previous positions. All employees who transfer to positions outside of the bargaining unit for less than one (1) year shall be covered by the collective agreement for the duration of their assignment subject to this paragraph.

An employee must remain in the bargaining unit for a period of at least six (6) 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.

- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer.

9.19 For purposes of seniority under this Agreement:

- (a) An employee whose status is changed from part-time to full-time shall receive a seniority position equal to the number of hours worked on the basis of fifteen hundred (1,500) paid hours of part-time service equalling one year of full-time seniority.
- (b) An employee whose status is changed from full-time to part-time shall transfer her full seniority upon assuming a part-time position and shall then continue to accrue seniority in accordance with hours worked.

- 9.20
- (a) An employee's full seniority and service shall be retained by the employee in the event that she/he is transferred from full-time to part-time or in the event she/he is transferred from casual part-time to regular part-time or vice versa.
 - (b) An employee whose status is changed from full-time to part-time shall receive credit for her/his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service.
 - (c) An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

9.21 Local Health Integration Networks and Restructuring

In the event of a health service integration with another service provider the Employer and the Union agree to meet.

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.
- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.

- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

ARTICLE 10 – EMPLOYEE FILES

- 10.01 Having provided a written request to Human Resources, or designate, an employee shall be entitled to access her employee file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of Human Resources or designate, at a mutually agreeable time.
- 10.02 (a) Each employee shall have reasonable access to all her/his files for the purpose of reviewing their contents in the presence of her supervisor. The employee may be accompanied by an Employee Representative if she so wishes. A copy of any material will be provided to the employee at her/his request.
- (b) Any letter of reprimand, suspension, or other disciplinary sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other disciplinary sanction provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period.
- 10.03 A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial or sign such evaluation as having been read and shall have opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- 10.04 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, to indicate that its contents have been read.
- 10.05 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Personal Leave of Absence

The Employer may grant a request for leave of absence for personal reasons without pay, within 5 working days 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 facility. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

Union Leave

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

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

- (b) Leave of Absence 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 leave of absence without pay up to a total of one-hundred (100) days annually. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

- (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 worker 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 (30) 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), (c) and (d) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and pension and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be

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

11.03 Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial by the Employer to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the training program, course or workshop.
- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) A full-time or part-time employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to enhance their nursing qualifications. An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Employees of Ontario.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

- (e) Professional leave with pay will be granted to full-time and part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Employees to a maximum of six (6) days per year. Only one (1) representative may be absent at one time.
- (f) Employees who are appointed by the Province as classifiers 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, 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 is not fully funded by the Ministry of Health, it shall be without pay and subject to the effect of absence language.

11.04

Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of four of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous 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 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, vacation pay or sick pay.
- (f) Where it is necessary, because of distance, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.05

Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and

has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

- (e) 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 thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (f) Parental leave must begin no later than fifty-two (52) 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 thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (g) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu), and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such

benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks).

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

11.06 Jury and Witness Duty

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

- (a) shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals.
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings in accordance with Articles 15 and 16.

11.07 Ministry of Health Leave – Classifier

Employees seeking to be appointed by the Province as classifiers 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 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.

11.08 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 Effect of Absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.

- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

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

- (g) It is understood that an employee who chooses to continue benefits under a), b) or f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.10 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average hours over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

ARTICLE 12 – PAID HOLIDAYS

12.01 A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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.

Accommodations of Spiritual or Cultural Observances

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1st, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 12.03.

Honouring such request shall be subject to the operational requirements of the Home. Where a full-time employee is required to work the substitute day, she will receive a lieu day off with pay.

12.02 (a) Holiday pay for full-time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at her regular rate of pay.

(b) Part-time employees will be paid holiday pay for each holiday listed in Article 12.01 in accordance with Section 24 (1) (a) of the Employment Standards Act.

12.03 (a) A full-time employee who is required to work on any of the above named holidays shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday. In addition, the full time employee will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour.

(b) If a part-time employee works on any of the holidays listed in Article 12.01 she shall be paid at the rate of time and one-half (1 ½) times her regular straight time hourly rate for all hours worked on such holiday. In addition such employee will be paid holiday pay in accordance with Section 24 (1) (a) of the Employment Standards Act.

- 12.04 A tour that begins or ends during the twenty-four (24) hour period on the day of the above holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.05 (a) If a paid holiday falls during an employee's vacation, her vacation shall be extended accordingly, unless the employee and the Employer agree to schedule a different day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
- (b) If a paid holiday falls on an employee's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
- (c) Failing such mutual agreement in either (a) or (b) above, the employees shall be paid in accordance with Article 15.02. Notwithstanding the foregoing, if the Employer is unable to offer any lieu day to the employee, by mutual agreement, the period of time for scheduling such days will be repeated.
- 12.06 Paid Holidays – Long Weekend
- (a) Unless an employee requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule her to work the paid holiday.
- (b) Unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the employee off the paid holiday.
- 12.07 Where an employee qualifies for a day off in-lieu under this Article such day may be taken within a period of forty-five (45) days following the holiday on a day mutually agreed to between the Employer and the employee. Failing such mutual agreement in either (a) or (b) above, the employees shall be paid in accordance with Article 12.02.

ARTICLE 13 – VACATIONS

- 13.01 Vacations with pay as scheduled by the Employer shall be granted to employees based on seniority and service as of December 31 of the previous year.
- (a) Employees who have completed less than one (1) year of full-time continuous service as of December 31st shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service as of December 31st shall be entitled to an annual vacation of three (3) weeks with three (3) week's pay at their current rate.

- (c) Employees who have completed three (3) or more years of full-time continuous service as of December 31st shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay at their current rate.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service as of December 31st shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay at their current rate.
- (e) Employees who have completed twenty-three (23) or more years of full-time continuous service as of December 31st shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay at their current rate.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service as of December 31st shall be entitled to an annual vacation of seven (7) weeks' at their current pay.

13.02 Vacation time for part-time employees without pay shall be granted on a pro-rata basis, and part-time employees shall receive vacation as follows:

- (a) less than one year of service – 6%
- (b) more than one year but less than three (3) years of service – 6%
- (c) three (3) years, or more, but less than fifteen (15) years of service – 8%
- (d) fifteen (15), or more, but less than twenty-three (23) years of service – 10%
- (e) twenty-three (23) or more years of service – 12%
- (f) twenty-five (25) or more years of service – 14%

Vacation pay on gross earnings shall be paid on each bi-weekly pay cheque.

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

13.04 Scheduling

- (a) Vacations may be taken at any time of the year provided adequate staffing of the facility can be maintained.
- (b)
 - i) A vacation list will be posted by February 1 and remain posted until February 28 of each year. After February 28, vacation requests will be allocated in the order received. The Employer will endeavour to schedule vacation in accordance with employee requests.
 - ii) Vacation requests shall be submitted by February 28. The approved vacation schedule shall be posted no later than April 1.
 - iii) In cases of conflict, seniority shall be the governing factor with respect to the scheduling of vacations. Employees who fail to

submit vacation requests by February 28 shall lose the right to exercise seniority rights in this matter

- iv) One week of vacation shall be defined as seven (7) consecutive calendar days.
- (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- (d) Vacation may commence on any day of the week.
- (e) Vacation requests shall not be unreasonably denied.
- (f) Once vacation has been approved it will not be changed without mutual agreement.

13.05 The vacation year is the calendar year. All employees shall earn vacation in one year to be taken in the next year. All employees shall take their vacation.

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

Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

13.07 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to compassionate leave in accordance with Article 11.04. The portion of the employee's vacation which is deemed to be compassionate leave under the above provisions will not be counted against the employee's vacation credits.

13.08 Employees may not request pay in lieu of vacation time.

13.09 The Employer will provide each employee in the bargaining unit with the number of vacation day's entitlement each January 1.

ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN

14.01 Effective on approval from HRDC the current sick leave protection program will be replaced by a plan where 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 third day of such illness or injury.
- ii) 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 from the 4th day of illness to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost. It is understood and agreed that the employer may self-insure coverage if it so chooses and shall notify the Union of any change in practice.
- (b) The employee shall apply for E.I. sick leave for weeks 3 through 17 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 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under (c) below. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 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 Sick and emergency leave is a generous benefit provided by Shepherd Village primarily to reduce the financial worry and hardship when an employee is ill or must deal with an unexpected family emergency. It is not an earned right to time off. An emergency is an unplanned occurrence that is outside of the employee's control. An employee may take no less than one half day at a time. Sick and emergency leave must be reported to the employee's supervisor immediately and recorded on her timesheet.

14.03 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 a reasonable rationale.

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

- 14.04 A employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period may apply to the Employer for sick leave equivalent to the benefit she would receive from Workers' Compensation if her claim was approved. On receipt of Workers' Compensation benefits the employee shall repay the Employer that which she has received from the Employer and her sick leave credits will be credited back to her.
- 14.05 An employee who is unable to complete her shift due to disability will have her pay kept whole.
- 14.06 In any circumstance where the Employer requires that an employee undergo a medical examination, the employee may choose her personal physician.
- 14.07 In any circumstance where the Employer requires that an employee obtain a medical certificate, the Employer shall pay the full cost of obtaining this certificate.

ARTICLE 15 – HOURS OF WORK

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02 The normal daily tour shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (½) 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 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 a seven and one-half (7½) hour tour rather than the actual hours worked.
- 15.05
- (a) All regular part-time employees in a unit will be scheduled up to their committed hours by seniority. The committed hours are the hours for which the Registered Nurse was hired or the hours indicated in the posting that she/he won under Article 9.06.
 - (b) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Employer will endeavour to offer additional tours to regular part-time on the basis of seniority, subject to the following:
 - i) A tour will be deemed to be offered whenever a call is placed;
 - ii) When an employee accepts an additional tour, she/he must report for that tour unless arrangements are made and the Employer is notified;
 - (c) Casual part-time employees will be offered work in accordance with Article 2.02 (c) in descending order of seniority.
- 15.06 Scheduling
- (a) The Employer will maintain the current master schedule.
 - (b) Tour schedules and days off determined by the Employer shall be posted at least two (2) weeks in advance for a six (6) week period.
 - (c) At least two (2) consecutive days off shall be scheduled in a two (2) week period.
 - (d) i) Employees will receive every second weekend off.

- iii) A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (e) There will be a period of at least eleven (11) hours off between shifts.
- (f) No split shifts.
- (g) Request for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty or exchange initiated by the employee and pre approved by the Director of Care or designate shall not result in overtime compensation or payment.

Such requests for change in posted schedule shall not be unreasonably denied.
- (h) Requests for special days off are to be submitted to the immediate supervisor in writing at least two (2) weeks in advance of posting.
- (i) The parties agree that scheduling provisions may be waived for the period of December 15 to January 15 if it is necessary in order to comply with Article 15.07 (j).
- (j) The Employer will endeavour to give employees five (5) consecutive days off at either Christmas or New Year's. Employees will receive no less than three consecutive days off. If Christmas, this will include Christmas Eve, Christmas Day and Boxing Day and if New Year's this will include New Year's Eve and New Year's Day.
- (k) Where call-in is requested within one-half ($\frac{1}{2}$) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (l) If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- (m)
 - 1) If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the collective agreement, she will receive premium payment of time and one-half ($1\frac{1}{2}$) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.
 - 2) Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.

15.07

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, 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

16.01

Overtime

- (a) Overtime at the rate of time and one-half (1-1/2) shall be paid for all hours worked outside of seven and one-half (7-1/2) in a day and seventy-five (75) hours in a two (2) week period. It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes and such time shall not be compensated.
- (b) When a full-time employee works on her or his days off, such employee will be compensated at the rate of time and one- half.
- (c) Time and one-half (1-1/2) shall be paid for all work performed after working seven (7) consecutive tours unless the employee elected to work such tours for her or his own convenience.
- (d) Time and one-half (1½) shall be paid where an employee works on a second weekend subject to Article 15.06 (j) (ii) save and except where:
 - i) such weekend has been worked by the employee to satisfy specific days off requested by such an employee; or
 - ii) such employee has requested weekend work; or

iii) such weekend is worked as the result of an exchange of shifts with another employee.

(e) Where an employee is required to work on a paid holiday and she or he is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee), she or he shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.02 Standard Day

For overtime payment, the standard day for all employees covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:

0700 - 1500	Day Shift
1500 - 2300	Evening Shift
2300 - 0700	Night Shift

16.03 A paid rest period of fifteen (15) minutes will be granted during each half tour.

16.04 An unpaid meal time of one-half ($\frac{1}{2}$) hour shall be scheduled away from the floor during an employee's tour whether day, evening or night. Where there is only one (1) Registered Nurse on a tour, it is recognized that this may not be possible. If the circumstances require that she or he remain on the floor, she or he shall be compensated at overtime rates for her or his meal period upon approval of the Director of Care and such approval will not be unreasonably denied.

Should the employee be recalled to duty during the meal time, additional time shall be provided later in the tour or she or he shall be paid overtime.

16.05 Scheduling

Where the Employer fails to schedule eleven hours off between shifts, the employee(s) will be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate for all hours worked within the sixteen (16) hour period except:

- i) where such hours are worked as a result of the employee exchanging hours to convenience herself or himself or another employee;
- ii) where such hours are worked by the employee to satisfy specific days off requested by the employee.

16.06 An employee shall be paid an evening and night shift premium of eighty-five (.85) cents for each hour worked which falls within 1500 hours and 0700 hours. Shift premium will not form part of the employee's straight time hourly rate.

16.07 An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. This weekend premium will not be paid, however, if the hours of work are already being paid on a premium under 16.01 (d).

16.08 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate

(i.e. 1.5 hours off for each hour of premium overtime worked). Full-time employees may accumulate up to a maximum of two (2) lieu days in any year. Accumulated lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6th and November 30th of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least one week in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.

ARTICLE 17 – BENEFITS

The intent is to maintain the current employer plan. Therefore any imperfections in drafting of this representative language for Article 17.01 that results in change or amendment is unintended and the language will be perfected to align with this intent. The primary document is the one page benefit summary. Where a lower benefit is referenced in the Article or in the benefits booklet, the one page summary governs.

The Employer agrees to pay for the premiums only for the following plans, in accordance with the terms and conditions of the Carrier:

17.01 (a) Extended Health Coverage

Seventy five percent (75%) of the premium for single or family Supplementary Health Benefits (including in-home private duty nursing and Blue Cross Life Policy #93450-021 out-of-country coverage up to \$1,000,000 maximum), according to the July 1, 2004 Benefits Summary, Health Benefits provided under Green Shield Policy #53089. In addition to the Supplementary Health Benefits, coverage will include; hearing aids (maximum \$300/person every five years), effective October 31, 2011, vision care (maximum/ \$300/person every twenty-four (24) months) with the right of the beneficiary to access the benefit one time only for corrective eye surgery. Eye exams are provided once every twelve (12) months to those nineteen years of age or under, and once every twenty-four (24) months to those twenty years of age and older.

Supplementary Health Benefits coverage will also include \$1500 combined maximum per calendar year per insured person from the following licensed practitioners - Chiropractor, Osteopath, Podiatrist, Masseurs, Naturopath, Speech Therapist, Physiotherapist, and Psychologist.

Should an employee work past the age of sixty-five (65) she shall only be entitled to coverage for extended health benefits until the age of 70.

(b) Life Insurance

One hundred percent (100%) of the premium for Life Insurance (Blue Cross Policy# 36000-113) and Accidental Death and Dismemberment Insurance (Citadel Assurance Policy #9220298), to a value of two (2) times the employee's annual salary.

The Employer will continue its current practise of providing access to optional life insurance to a maximum of \$250,000 and survivor extension benefits if already covered to a maximum of twenty-four months at no cost to the survivor, subject to Carriers restrictions.

(c) Dental Coverage

Sixty percent (60%) of the premium for Dental Benefits (according to the July 1, 2004 Benefits Summary Dental Benefits under Green Shield Policy # 53089 or comparable coverage with another carrier, based on the current ODA fee schedule).

The plan will provide for one hundred percent (100%) annual coverage for maintenance checkups, fillings, minor surgery, endodontics, periodontics, denture repairs, and complex surgery.

The benefits are subject to a deductible of \$25 per individual or \$50 per family with an overall maximum of \$1000 per annum per individual.

(d) Coverage will extend to the earlier of retirement of age seventy (70) for the employee and the employee's spouse. Dependent children coverage will go beyond age 21 until age 26 if the child is a fulltime student at college or university.

(e) Coverage is available to employees on the 1st month following three (3) months of employment.

17.02 Part-time employees working an average of 22.5 hours or more a week have the right to opt into the above benefit plans subject to the impact on their percentage in lieu set out in Appendix A.

17.03 The Employer agrees to provide the employees and the Union with pamphlets outlining the benefit coverage and will provide the Union with copies of those portions of the Master Plan that pertain to this Union.

17.04 The Employer shall make LTD coverage available to nurses. The participating employees shall pay one hundred percent of the premium. The plan shall provide for fifty percent (50%) of regular earnings after one hundred and nineteen days of disability according to the terms of the Carrier, to a maximum of four thousand dollars (\$4,000) per month. Payments approved by the Carrier continue to age 65.

ARTICLE 18 – NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN18.01 The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed 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.

18.02 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.

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

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

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

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

18.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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 Contribution
 Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(b) To be Provided with each Remittance

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

(c) To be Provided Initially and if Status Changes

Full Address as provided to the Employer
 Termination date where applicable (MM/DDIYY)
 Gender
 Marital Status

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

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

18.06 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.

18.07 Where legislation or the Plan prohibits an employee from contributing to a pension plan because of age, an amount equivalent to the deductions in Article 18.02 will be paid to the employee on their regular pay.

ARTICLE 19 – PROFESSIONAL RESPONSIBILITY

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

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

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

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

ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment.

The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- iv) At any time during the process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under 19.01 (a) i – iii) shall be signed by the parties.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within (20) calendar days following completion of its hearing.

- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "B".

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

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

- 19.02 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any

interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.06.

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

19.03 CMI/RAI MDS Report

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 and discussion.

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 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
 - (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the facility, and the daily routine of employees in the facility.
 - (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) She shall be an additional employee to the usual staffing pattern.
 - (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.

- (e) The employee may request up to three (3) additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.

20.03 The Employer may, at its discretion, may provide orientation in other circumstances.

20.04 A newly employed employee shall not be placed in charge until she or he has been fully oriented to the facility and the unit where she or he will work.

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

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

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

- (b) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the employees, such employees will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.

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

20.07 The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.

20.08 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.

20.09 The Employer will provide a confirmation of time worked with dates employed and type of work to each employee as they leave the Employer.

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

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employee(s) and to consider practical

ways and means of minimizing the adverse effect, if any, on the employee(s) concerned.

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 9.11 to 9.16 will apply.

20.11 The Employer will meet with the Union to discuss any remediation or continuing education required by the College of Nurses' of Ontario (CNO) to re-establish eligibility for clinical practice following an employee's return from an approved absence.

20.12 Liability Insurance

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 obligates the employer 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 – MISCELLANEOUS

21.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business which shall be approved by Human Resources. Approval will not be unreasonably denied.

21.02 A photocopy of this agreement will be issued to each employee now employed or who becomes employed within the bargaining unit. The cost of printing these agreements will be shared equally between the Employer and the Union.

21.03 Paycheques or pay statements are to be issued on a regular day of the week, with a clarified itemized statement of all deductions, premiums and changes of increment in an envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

21.04 Prior to affecting any changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Employer shall first discuss such proposed changes with the Union.

21.05 Each employee shall keep the Employer informed of any changes to relevant employment information. The Employer shall not be responsible for the failure of any notice to reach an employee whose current address is not on file.

21.06 In any circumstance where the Employer requires that an employee undergo a medical examination, the employee may choose her personal physician.

21.07 In any circumstance where the Employer requires that an employee obtain a medical certificate, the Employer shall pay the full cost of obtaining this certificate.

21.08 Modified Work

- (a) The Employer will notify the Union designated Employee Representative of the names of all employees who go off work due to a work related injury or when an employee goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Employer will notify and meet with the staff representative of the Ontario Nurses' Association and the Employee Representative or designate to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Employer agrees to provide the employee with a copy of the WSIB Form 7 at the same time as it is sent to the Board.

21.09 Damaged Personal Property

The Employer will reimburse for damages incurred to the employee's personal property, such as eyeglasses, ripped uniforms and personal clothing, as a result of being assaulted while performing her or his work.

21.10 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 facility pursuant to the Long-Term Care Homes Act. The Employer will provide the Union with copies of any material provided to the Ministry under paragraph 6.3 (b), (c) of the Service Agreement that directly related to the ONA bargaining unit.

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

21.12 Errors on Pay Cheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by 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.

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.

- 21.13 The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Employees shall, subject to the following be required to be vaccinated for influenza.
 - (b) If the full cost of such medication is not covered by some other source, the Employer will pay the cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
 - (c) The Employer recognizes that employees have the right to refuse any required vaccination.
 - (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Employer until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
 - (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
 - (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
 - (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
 - (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 22 – COMPENSATION

22.01 The salary rates shall be those set forth in schedule(s) attached to and forming part of this agreement.

22.02 Recognition of Previous Experience

- (a) The Employer will recognize recent related RN experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in

order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

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

- (b) Effective July 1, 2009, in addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she shall not be entitled to recognition.

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

NOTE: This provision shall apply to all current employees effective the first full month following the date of ratification with the understanding that there is no retroactivity.

22.03 An annual increment shall be paid on each full-time employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.

22.04 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

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

22.06 Responsibility Pay

- (a) An employee who is designated in writing to relieve the Director of Nursing, shall be paid ten dollars (\$10.00) per shift for each shift so worked, in addition to her regular rate of pay.
- (b) The Employer shall, when no supervisor is on duty, designate one employee when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive nine dollars (\$9.00) per shift in addition to her regular rate of pay.

22.07 Retroactivity

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

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

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

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

22.08 Temporary Class Certificate of Registration Rate

An employee holding a Temporary Class Certificate of Registration in the employ of the Employer, upon presenting proof of current General Class registration by the College of Nurses of Ontario, shall be given the salary of a Registered Nurse as provided in this Article, retroactive to the date of successfully passing the certification examination, or to the date of last hire, whichever is later.

ARTICLE 23 – DURATION

23.01 This Agreement shall continue in effect until June 30, 2016 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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

Dated at Toronto, Ontario, this 21st day of October, 2015.

FOR THE EMPLOYER:

Marion Rourke

David Hiller, President

FOR THE UNION:

Stacey Papernick

Labour Relations Officer

Gilda Merciales

Fe Bonares

APPENDIX "A"**RATES OF PAY****Registered Nurse**

Step	July 1, 2014	July 1, 2015
Start	\$27.92	\$28.31
1 Year	\$29.12	\$29.53
2 Years	\$30.07	\$30.49
3 Years	\$31.68	\$32.12
4 Years	\$32.96	\$33.42
5 Years	\$34.54	\$35.02
6 Years	\$36.06	\$36.56
7 Years	\$39.11	\$39.66
8 Years	\$42.27	\$42.86

Percentage in Lieu

Twelve and one-half percent (12.5%) premium is given in lieu of benefits under Article 14, 17 and 18.

Where a casual part-time or part-time employee participates in the Pension Plan, the twelve and one-half percent (12.5%) shall change to eight and one-half percent (8.5%).

Should a part-time employee working an average of 22.5 hours or more a week participate in benefits as provided in Article 17.02 she will also be entitled to sick leave benefits as provided for in Article 14.02 and participation in the in the Pension Plan as set out in Article 18. In such a case she will not receive any payment in lieu.

Part-time employees receiving payment in lieu as of February 1, 2011 shall continue to receive the in lieu in accordance with the current language, until they change status. All persons who become eligible for payment in lieu of benefits after February 1, 2011 shall receive percentage in lieu of benefits in accordance with the Master language.

Effective February 1, 2011 the eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 12 except 12.04, 14, and 17.

APPENDIX "B"**PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS**

Ms. Anita Robertson
Registered Nurses Association of Ontario
488 University Avenue, Suite 1600
TORONTO, ON M5G 2K8
Telephone: 416-599-1925, ext. 216
Fax: 416-599-1926
Email: aanddrobertson@sympatico.ca

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

Ms. Eleanor Plain
1684 Middle Road
Kingston, ON K7L 5H6
Telephone: (613) 549-3219
Email: eleanor.plain@sympatico.ca

Ms. Jayne Harvey
President and CEO of FCS International
158 Casimir Street, Suite 100
Port Perry, ON L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804
Email: iharvey@fcsinternational.com

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 INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

I, _____ confirm that _____
(Physician's/Nurse Practitioner's/Midwife'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/Midwife's signature: _____

Date: _____

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

SHEPHERD VILLAGE INC.

The Employer recognizes that Edris Herbert is eligible for the Disability Income Protection Program in Article 14 and this recognition remains in place as a special arrangement until such time as she moves to a full-time position and will not be resurrected if she transfers back to a part-time position.

Dated at Toronto , Ontario, this 21st day of October , 2015.

FOR THE EMPLOYER:

Marion Rourke

David Hiller, President

FOR THE UNION:

Stacey Papernick

Labour Relations Officer

Gilda Merciales

Fe Bonares

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

SHEPHERD VILLAGE INC.

There will be situations that arise in which a Registered Nurse who is part of the regular staff of the Home is unable to attend to her scheduled shift.

Employer agrees that it will offer available call-in or additional shifts that arise as a result of such absence first to regular part-time and then casual part-time employees on the basis of bargaining unit seniority. Registered Nurses will be offered available shifts on a seniority basis considering the availability they have provided to the Employer for the period in which the shift becomes available.

When available call-in or additional shift has been offered at straight time hourly rates to regular part-time employees and then casual part-time employees up to seventy-five (75) hours in a two (2) week period and the shift remains unfilled the Employer will make a further attempt to contact those regular part time and casual part time employees the Employer was unable to reach the first time, in order of seniority, and offer the shift to those employees at straight time hourly rates.

When the available call-in or additional shift remains unfilled the Employer will then contact and offer the shift to full-time Registered Nurses on a seniority basis at the appropriate rate in accordance with Article 16.01.

If all full-time Registered Nurses refuses the shift at the appropriate rate of pay as set out in Article 16.01, the Employer will offer the available call-in or additional shift first to part-time and then to casual Registered Nurses on a seniority basis at the appropriate rate of pay in accordance with Article 16.01.

If a Registered Nurse refuses an available call-in or additional shift at straight time hourly rates the same nurse will not be offered the shift at premium pay if the Employer is unable to find a replacement Registered Nurse who is part of the regular staff for the shift.

This call-in process in no way disentitles a Registered Nurse to overtime to which she would otherwise be entitled under Article 16.01.

Dated at Toronto, Ontario, this 21st day of October, 2015.

FOR THE EMPLOYER:

Marion Rourke

David Hiller, President

FOR THE UNION:

Stacey Papernick
Labour Relations Officer

Gilda Merciales

Fe Bonares

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

SHEPHERD VILLAGE INC.

Notwithstanding Article 15.05 and the Letter of Understanding (additional shifts), the parties agree to trial the following letter of understanding for a period of six (6) months to commence on a mutually agreeable date upon ratification or award of the collective agreement expiring June 30, 2016. The parties agree to meet during the trial period but in no case later than thirty (30) days prior to the conclusion of the trial period to discuss continued implementation of, or possible amendments to this Letter of Understanding during the duration of this collective agreement. In order for this Letter of Understanding to be implemented both parties must be in agreement.

Part-time Scheduling**(a) Pre-Posting Scheduling Provisions**

- i) All regular part-time employees will be scheduled their regularly scheduled (commitment) hours by seniority over each two (2) week posted schedule.
- ii) When regular part-time employees have been scheduled their regularly scheduled (commitment) hours, available additional shifts will be offered to regular part-time and casual part-time employees on a rotating basis, equitably, by seniority and availability over the four (4) week posted schedule.
- iii) For greater clarity, employees will be offered available shifts consistent with (ii) above at straight time.
- iv) Employees who wish to be considered for available additional shifts must indicate their availability;
- v) A tour will be deemed to be offered whenever a call is placed, and where possible a message left.

(b) Scheduling Provisions Governing Posted Schedules

- i) The Employer will offer available call-in or additional shifts to regular part-time and casual part-time nurses on a rotating basis, by seniority and availability over the four (4) week posted schedule.
- ii) Employees who wish to be considered for available call-in or additional shifts must indicate their availability;
- iii) For greater clarity, employees will be offered available shifts consistent with (b) (ii) above at straight time.
- iv) A tour will be deemed to be offered whenever a call is placed, and where possible a message left.

- v) When a regular part-time or casual part-time employee accepts an available call-in or additional shift, she/he must report for that shift unless the Employer is notified in advance.
- vi) When available call-in or additional shifts remain unfilled the Employer will offer full-time Registered Nurses call-in or additional shifts on a seniority basis at the appropriate rate in accordance with Article 16.01.
- vii) If a full-time Registered Nurse refuses the shift at the appropriate rate set out in Article 16.01, the Employer will offer the available call-in or additional shift first to regular part-time and then to casual part-time Registered Nurses on a seniority basis at the appropriate rate of pay in accordance with Article 16.01.
- viii) If a Registered Nurse refuses an available call-in or additional shift at straight time hourly rates the same nurse will not be offered the shift at premium pay if the Employer is unable to find a replacement Registered Nurse who is part of the regular staff for the shift.
- ix) The call-in process in no way disentitles a Registered Nurse to overtime to which she would otherwise be entitled under Article 16.01.

Dated at Toronto , Ontario, this 21st day of October , 2015.

FOR THE EMPLOYER:

Marion Rourke

David Hiller, President

FOR THE UNION:

Stacey Papernick

Labour Relations Officer

Gilda Merciales

Fe Bonares

LETTER OF UNDERSTANDING

Between

ONTARIO NURSES' ASSOCIATION

And

SHEPHERD VILLAGE INC.

The parties recognize that tours of less than seven and a half (7.5) hours are scheduled in the Wellness Centre. Notwithstanding Article 15.01, the tours currently in the Wellness Centre are:

Monday 0800 hours to 1600 hours
Tuesday 0900 hours to 1300 hours
Wednesday 0800 hours to 1600 hours
Thursday 0800 hours to 1600 hours
Friday 0900 hours to 1200 hours

Where a part-time employee(s) is scheduled to work less than a normal tour (7.5 hours), Article 15 in its entirety applies except as amended by the following:

- i) Tours of less than 7.5 hours will not be used as part of the normal scheduling of Float Registered Nurses without the agreement of the Union.
- ii) No part-time employee will be required to work less than a normal tour (7.5) hours without her or his consent.
- iii) In the Wellness Centre where 7.5 hour tours are scheduled the Employer will keep the number of tours comprised of less than 7.5 hours to a minimum, absent notice to the Union in accordance with the Collective Agreement.
- iv) Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period. A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break.
- v) No part-time employee will be scheduled solely on tours which are comprised of less than 7.5 hours in any pay period, except with the employee's consent.
- vi) Where a part-time employee is scheduled to work a tour of less than 7.5 hours overtime will be paid for all hours worked in accordance with Article 16.
- vii) Registered Nurses who do not normally work in the Wellness Centre will be oriented to the Wellness Centre and its daily routines prior to being scheduled in the Wellness Centre.

Dated at Toronto, Ontario, this 21st day of October, 2015.

FOR THE EMPLOYER:

Marion Rourke

David Hiller, President

FOR THE UNION:

Stacey Papernick

Labour Relations Officer

Gilda Merciales

Fe Bonares
