

COLLECTIVE AGREEMENT

BETWEEN:

TILBURY MANOR NURSING HOME
(Hereinafter referred to as the "Employer")

AND:

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

Note: Throughout the Collective Agreement, local issues have been indicated with italics.

Expiry Date: June 30, 2019

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE & DEFINITIONS

- 2.01 *The Employer recognizes the Union as the exclusive bargaining agent for all registered nurses and nurses with a temporary certificate of registration employed at Tilbury Manor Nursing Home, located in the Municipality of Chatham-Kent, save and except managers, persons above the rank of manager, the Director of Resident Care, the Administrator if appropriate and persons covered by a subsisting collective agreement.*
- 2.02 (a) For an employee hired prior to May 2014, full time shall mean an employee who committed to and regularly worked twenty-six and one quarter (26 ¼) hours per week, up to the thirty-seven and one half (37 ½) hours per week, exclusive of overtime.
- For any employee hired after May 2014, full time shall mean an Employee who works seventy-five (75) hours per bi-weekly pay period, exclusive of overtime.
- (b) A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
- (c) A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only when the employees who regularly work are not available. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- 2.03 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 Work of the Bargaining Unit
- (a) Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

Contracting Out

- (b) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
 - i) for purposes of instruction,
 - ii) in the event of an emergency situation,
 - iii) when performing developmental or experimental work, or
 - iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (c) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- (d) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.05

Minimum Staffing

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. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.

2.06

- (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that were scheduled in the last week ending prior to March 4, 2013. For clarity, this includes existing vacancies.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.
- (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of March 4, 2013, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.

- (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

The Home further agree to provide the data for the staffing complement under this provision thirty days following ratification or date of award and the Union agrees to confirm the data and/or propose changes thirty days following receipt from employer. The Stanley Board will remain seized to deal with any implementation issues under this provision.

- 2.07 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the employee to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.
- 2.08 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he may be 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 Humans Right Code*.
- 2.09 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 2.10 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.
- 2.11 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule "A".
- 2.12 The word "Employee" when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of

classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

- (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.

3.02 Without restricting or limiting the generality of the foregoing, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this agreement.

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

ARTICLE 4 – RELATIONSHIP

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

4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.

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

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

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

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex

partnership status, gender identity, gender expression, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7 (2)*].

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 follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

4.05

Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code of Ontario* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.
- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.
- (c) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

Nothing in this language obligates the Employer to establish a modified/light/alternative work program, except as required by law.

4.06

Whistle Blowing Protection

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

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01

- (a) During the term of this Agreement, the Employer will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strikes and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.

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

ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following:

- (a) *Up to two (2) employee representatives.* Upon mutual agreement of the parties, the number may be altered from time to time.

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

- (b) A Grievance Committee of *two (2) employees.* *Only one (1) member may attend a meeting of the committee at any one time.*

- (c) A Negotiating Committee of *not more than two (2) employees.*

- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at 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.
- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.

- (f) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.
- 6.02 The Union will supply the Employer with the names of its representatives and any changes thereto.
- 6.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.04 (a) The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfill their duties as Committee members as set out in a) above. However, it is further agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably withheld.
- 6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period. Where the Labour Relations Officer is the designated Union Representative, the Employer shall advise the Labour Relations Officer and arrange a time for the interview.
- 6.06 Health & Safety
- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.
- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.
- The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.
- Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

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.

- (d) 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.
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include aggressive residents.

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

- i) Designing safe procedures for employees.
- ii) Providing training appropriate to these policies
- iii) Reporting all incidents of workplace violence.

(i) The Employer shall:

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

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

(j) A worker shall,

- i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
- ii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- iii) report to 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.

(k) Injured Workers Provisions

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

(l) 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.

(m) 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

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.12.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (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 Bargaining Unit President or designate 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.

- 6.08 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.
- 6.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.
- 6.10 The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 7.02 The Employer shall provide the Union with a list showing the first and last 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.
- The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The employer will respond to such requests with any information it has which is readily available, within two weeks.
- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 – GRIEVANCE AND ARBITRATION 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 informally with the Director of Care or designate 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 and/or Labour Relations Officer, shall submit the written grievance to the Administrator or designate. A meeting will be held between the parties within ten (10) days. The Administrator shall give a written decision within ten (10) days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer.

Step No. 2

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

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

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or 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.
- (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.
- (c) The employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the employee representative will endeavour to provide an alternate representative.

8.10 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 employees shall be defined as the length of continuous service with the Home since the date of last hire, subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other related provision of the Collective Agreement.
- The Union and the Employer agree to abide by the *Human Rights Code*.
- (b) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (c) The probationary period shall be:
- i) Four hundred and fifty (450) hours worked for all employees;
 - ii) 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 thirty (30) tours (225 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.

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

9.02

Seniority list(s)

The Employer will maintain a seniority list. The list will provide the employee's name, seniority, service date, status as to full-time or part-time, and for part-time employees only, the number of hours worked for the purpose of wage grid progression. A copy will be provided to the Bargaining Unit President.

The list will be updated every three months, posted, and provided to the Bargaining Unit President at the time it is posted.

Employees may raise questions or concerns regarding their placement on the seniority list, but such questions or concerns must be raised within the first 30 days following the posting. If an employee does not raise a question or concern within 30 days, her seniority placement on that seniority list shall be considered to be correct.

When two or more employees have the same seniority, seniority shall be determined in alphabetical order of their last name at their date of hire.

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) Generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) In accordance with the *Employment Standards Act* when on pregnancy/parental leave (currently a maximum of twelve (12) months), family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

9.04

Seniority shall be retained but not accumulated when an employee is absent from work under the following 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-six (36) 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 satisfactory reason is given;
- (d) Is laid off for more than forty-five (45) calendar months;
- (e) Retires;
- (f) Fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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 (a) occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) calendar days. Employees may make written application to their Director of Care or designate for such vacancy within the posting period. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process
- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) Where an employee will be absent on vacation, she may indicate in writing to her Director of Care or designate 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 Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status, for the first 33 weeks.
- (c) *A part-time employee who temporarily replaces an absent full-time employee for more than 33 weeks, shall thereafter be treated for all purposes as a full time employee for as long as the temporary replacement lasts.*
- (d) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
- (e) 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

Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual

part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

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

- (b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

9.12 Notice to Union of Long Term Layoff

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

- (a) Provide the Union with six (6) weeks' notice;
- (b) Meet with the Union to review the following:
 - i) the reasons causing the lay-off;
 - ii) the service which the Home 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 thirteen (13) weeks.

9.13 Six (6) weeks' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.12.

9.14 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 of residents.

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

9.16 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.

9.17 Positions Outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.
- (b) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

9.18 Change of Status

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

ARTICLE 10 – EMPLOYEE FILES

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

Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.
- 10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.03 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) month period. Incidents of resident abuse, not overturned through grievance/arbitration, shall be removed from an employee's file after thirty-six (36) months.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 Personal Leave of Absence

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

11.02 Union Leave

(a) Local Union Leave

Upon written requests, leave of absence for Union business shall be given. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during the leave of absence.

The Union agrees in making requests for such leave of absence that it will not unduly affect the proper operation of the Nursing Home. However, the Employer also agrees that permission for such leave will not be unreasonably withheld.

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. The Employer will consider requests for additional days off beyond one-hundred (100) days, subject to the operational requirements of the Home. Such requests will not be unreasonably denied. 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 employee agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

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

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

(e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (d) above, and will bill the Union for such salary, as well as nineteen percent (19%) for all pension, vacation and benefit reimbursement. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

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

During such leaves of absence all salary, statutory benefits, pension, vacation and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits unless the Union decides to take sole responsibility for these employee obligations.

11.03 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 to the employee's professional development, especially as it relates to her responsibilities with the Employer.

(b) Professional and Education Leaves

Where an employee is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time

off from work as the result of attending the training program, course or workshop.

- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the employee's professional development, especially as it relates to 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) Professional leave without pay may be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:
 - i) No more than one (1) employee may be absent at one time;
 - ii) Employees must provide at least thirty (30) calendar days notice in writing;
 - iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

11.04 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, grandchild, mother, father, step parents, brother or sister, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the second day following the day of the funeral.
- (b) Upon the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, grandparents, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending the date of the funeral.
- (c) 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 or if the employee's attendance would be appropriate in support of the employee's child or children, an ex-spouse or the parent of the employee's child.
- (d) 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.
- (e) Employees may be granted additional unpaid leave appropriate to the circumstance. Part-time employees will be credited with seniority and service for all such leave.

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 ten (10) 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'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) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than 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) 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.

- (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of 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 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.

- (i) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

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 Family Medical Leave

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

11.08 Military Leave

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

11.09 Effect of 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 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) A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day*	Boxing Day
Civic Day	
One (1) float holiday	

**To be observed July 1st*

- (b) 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.
- (c) In a Home where float holidays exist, in order to qualify for the float holidays, a newly hired employee must have completed their probationary period to be eligible.

12.02 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.

12.03 (a) In order to be eligible for a paid holiday, a full-time employee must have worked her last scheduled shift immediately preceding, and her first scheduled shift immediately following, the holiday; provided an employee shall not lose holiday pay if she is absent on any such days, and such absence is a scheduled day off, is a vacation day, is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or unpaid leave of absence over thirty (30) days.

A full-time employee who is absent as a result of legitimate illness or accident which commenced within a calendar month of the date of the holiday will be eligible for the holiday(s), to a maximum of two (2) holidays in any period of illness.

Full-time employees who are not required to work on any of the foregoing holidays shall be given a lieu day off with pay.

- (b) Part time employees qualify for the holidays set out in 12.01 by working at least 10 shifts during the 28 days preceding the holiday and where scheduled to work on the holiday, do so work. A part time employee is entitled to be paid the full regular day's pay for such holiday.
- (c) Part time employees who work on a holiday are paid at a rate of time and one half their regular rate of pay.

12.04 An 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, a 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 shift. Such lieu day may be taken within eight (8) weeks following the holiday.

12.05 A shift 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 shift.

12.06 (a) If a paid holiday falls during a full-time 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 a full-time 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 full-time employee shall be paid in accordance with Article 12.02. Notwithstanding the foregoing, if the Home is unable to offer any lieu day to the employee, the period of time for scheduling such days will be repeated.

12.07 *Employees in their first year of employment shall be scheduled to work on Christmas. Thereafter, employees will be scheduled such that employees who are scheduled to work Christmas of one year shall be scheduled to work New Year's in the next year, and vice versa. Employees who are scheduled to work on one holiday, or the other, may exchange holidays between themselves, in accordance with the provisions of this agreement, but for the purpose of future scheduling, the day they were scheduled to work will be the day they are considered to have worked.*

If it happens there are sufficient nurses available such that one or more nurses are not required to work either holiday, then the most senior nurse or nurses shall be scheduled to have both holidays off.

If possible, employees will be scheduled so as to have not less than four days off at Christmas or New Year's. The four days off at Christmas shall include December 24, December 25, and December 26. The four days off at New Year's shall include December 31, January 1, and January 2. To accomplish this scheduling, normal scheduling may be disrupted, and the Employer may assign statutory holidays. Vacation is not normally granted between December 15 to January 15.

ARTICLE 13 – VACATIONS

13.01 Employees shall be granted vacation based on their length of employment since last date of hire, as of May 31 of each year.

Employees with less than one year of continuous service shall receive one calendar day of vacation (to a maximum of 10 days), for each calendar month of employment. Vacation pay shall be 4% of vacation pay.

For employees with one year, or more, continuous service as of May 31, the following applies:

1 year or more, but less than 3 years	2 weeks of vacation with 4% vacation pay
3 years or more, but less than 5 years	3 weeks of vacation with 6% vacation pay
5 years or more, but less than 12 years	4 weeks of vacation with 8% vacation pay
12 years or more, but less than 25 years	5 weeks of vacation with 10%

vacation pay

25 years or more, but less than 28 years 6 weeks of vacation with 12% of vacation pay

28 years or more 7 weeks of vacation with 14% of vacation pay

13.02 *The right to determine the vacation time is vested in the Employer to ensure efficient and safe operation of the nursing home. Vacations shall normally be scheduled between January 15 and December 15.*

In scheduling vacations, the Employer will consider the wishes of the employees in order of their seniority. An employee with one year of service or more shall not be required to split the first 2 weeks of vacation in any vacation year.

13.03 *A full time employee entitled to 3 weeks of vacation, or more, is entitled to request and take vacation time in units of less than one week. For employees with less than 12 years of service, this practice is restricted to a maximum of five (5) days per year. For employees with twelve (12) years of service, or more, this practice is restricted to a maximum of ten (10) days per year.*

These days may be taken as single or multiple days. All provisions of the Collective Agreement with respect to the requesting of days off, continue to apply.

13.04 *If employment ends, the employee shall be paid vacation pay according to the vacation percentage they were earning at the time the employment ended.*

13.05 *Vacation pay is a percentage of the employee's earnings during the period June 1st of one year to May 31st of the next year. Earnings include any vacation pay which the employee was paid during that period.*

Vacation pay will be paid proportional to the amount of vacation taken. For example, if an employee takes one half of their vacation, they will be paid one half of their vacation pay.

13.06 *Employees must take at least two weeks of vacation as time off. Such vacation may be taken as two periods of one week, or one period of two weeks.*

Employees may take the balance of their vacation as blocks of weeks, or as individual days. The number of days of vacation that would equal a week of vacation will be equal to the number of days the employee would normally be scheduled, on average, in a week.

13.07 *When an employee's scheduled vacation is interrupted due to a bereavement and jury and witness duty, the employee shall be entitled to bereavement leave and/or jury and witness duty in accordance with Articles 11.04 and 11.06.*

The portion of the employee's vacation which is deemed to be bereavement and jury and witness duty leave under the above provisions will not be counted against the employee's vacation credits. The vacation days lost will be added to the employee's vacation such that the employee's vacation may be extended by the number of days lost due to bereavement or jury and witness duty.

13.08 Vacation Scheduling

By April 7 of each year, the Employer shall post a blank vacation planner. Any employee may indicate their preference to vacation on this planner, but such preference must be expressed as weeks of vacation. A week of vacation is seven (7) consecutive calendar days.

On May 1, the Employer will remove the vacation planner, and create a vacation schedule. In doing so, the Employer will consider all requests, and where all requests cannot be granted, requests will be granted by seniority within classification, and as necessary, separately as to full time or part time.

By May 15, the Employer will post the vacation schedule for the period of July 1 (approximately) through August 30 (approximately).

No employee will be scheduled for more than 2 weeks vacation during the period July 1 (approximately) through August 30 (approximately) unless all other employees have been granted up to 2 weeks of vacation.

Vacation may be requested for periods other than July 1 (approximately) through August 30 (approximately) when the vacation planner is posted. Employees will be advised individually if their request has been granted. Where all requests cannot be granted, requests will be considered by seniority as previously set out.

Vacation is not granted from December 15 to January 15.

Vacation requests received after May 1 will be considered on a first requested first considered basis.

ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN

Effective as soon as legally possible:

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

- (a) i) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the 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 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.

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

ARTICLE 15 – HOURS OF WORK & SCHEDULING

- 15.01 The normal hours of work shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7 ½) hours per day exclusive of thirty (30) minute unpaid meal period. Employees will be granted a fifteen (15) minute paid rest period during each half of the shift.

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 shift 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 shift, 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 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.

- 15.05 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 shift rather than the actual hours worked.

- 15.06 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken

within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.

15.07 Extended Tours/Hybrid Schedules

The Employer and the Union may agree to implement extended tours or hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds percent (66⅔%) agreement of the full-time and part-time employees who work in the facility/unit.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The Extended Tour/Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(d) Hours of Work

i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7½) hours and 11.25 consecutive hours per day.

iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 15.02.

- iv) Scheduling issues will be resolved at the local level.
- v) Where the union and the employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- (e) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.
- (h) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.

For a hybrid schedule, the overtime premium as set out in Article 16.01 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.

- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.
- (k) 4 on / 5 off

Where the Union and the Employer agree to implement an extended tour arrangement in accordance with the above provisions, the parties can further agree to specific scheduling language related to a "4 On/5 Off" schedule that will be negotiated locally by the Home and the Union subject to the following principles:

- i) There shall be an initial trial period as negotiated by the local parties prior to the implementation of a permanent schedule.
- ii) All "4 on/5 off" schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per calendar year, unless Articles 2.02 (a) or 15.08 applies.
- iii) All other scheduling issues (e.g. scheduling of paid holidays, weekends off, Christmas time off, etc.) shall be negotiated by the local parties.

15.08 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.

15.09 Innovative Scheduling

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;
- (e) 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.

- (f) It is understood and agreed that these arrangements can be utilized for temporary job postings for seasonal coverage (e.g. weekend workers, etc.).

15.10 Four on, Two off Schedule

In an effort to maximize full-time employment opportunities, the local parties may agree to a “four on, two off” innovative schedule, subject to the following principles:

- (a) The introduction of such schedules and trial periods, if any, shall be determined by the local parties;

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66 $\frac{2}{3}$ % agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The implementation of such schedules shall be established only by mutual agreement of the Employer and the Union;
- (c) Notwithstanding the definition for full-time employee under Article 2.02, employees who participate in this schedule will normally be scheduled for thirty-five (35) hours per week on average and will be considered a full-time employee for all purposes of the collective agreement;
- (d) i) Notwithstanding Article 16.01, for the purposes of bi-weekly overtime, the normal weekly full-time hours shall remain at seventy-five (75) hours per bi-weekly average over a six (6) week period. In each bi-weekly pay period the employee will be paid for all hours worked. At the end of the six (6) week period, entitlement for bi-weekly overtime will be calculated and paid.
- ii) Notwithstanding Article 16.01, for the purposes of daily overtime, the normal daily hours shall remain at seven and a half (7.5) hours per day. In each bi-weekly pay period the employee will be paid for all hours worked including daily overtime, if any.
- (e) For the purposes of vacation entitlement, the current collective agreement provisions shall apply using thirty-five (35) hours per week;
- (f) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (g) The Four on, Two off schedule, may be discontinued by either party upon receipt of twelve (12) weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the discontinuation.

The Four on, Two off schedule, may be discontinued by the Union in any facility/unit when sixty percent (60%) of the employees in the facility/unit so indicate by secret ballot to the Union.

15.11

Weekend Worker

A weekend schedule may be developed in order to meet the Home's need for weekend staff, and individual employees' preference for a weekend work schedule.

A weekend schedule is defined as a schedule in which a full-time weekend worker works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Home and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

The Employer and the Union may agree to implement weekend schedule if sixty-six and two thirds percent (66⅔%) of the full-time and part-time employees who work in the facility/unit are in agreement. The introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties. This schedule may be discontinued by either party with notice as determined by the local parties. The opportunity for an individual employee to discontinue this schedule shall be resolved by the local parties.

Notwithstanding the voting mechanism above, a three (3) month trial period (or longer period, where agreed by the Home and the Union) for a weekend worker arrangement may be implemented without a vote in circumstances where the following additional conditions apply:

- An RN (or RNs) volunteers or applies for a weekend worker position and the Home and the Union agrees to accept the request.
- The work schedule will be modified to accommodate such a request provided there is no reduction in the regularly scheduled hours of the other RNs in the bargaining unit.
- Prior to the conclusion of the trial period, representatives of the Home and of the Union will evaluate and discuss the outcomes.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

(a) Weekend and shift premiums shall not be paid;

(b) Vacation Bank

Vacation entitlement is determined by Article 13. For the purposes of Article 13, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked. Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 13.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Vacation – Interruption does not apply.

(c) Paid Holiday Bank

Employees qualify in accordance with the collective agreement. The paid holidays are identified in the Collective Agreement.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If an employee works on a paid holiday as defined by the local parties, she or he will receive one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on a holiday. The employee will not receive a lieu day. Article 16.02 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

(d) Sick Leave

The employee is eligible for long term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the first two (2) weeks of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 14.01 (c) for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

Employees may be required to provide medical proof of illness for any absence of a scheduled shift, which is neither vacation nor an approved leave of absence.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend shift exchanges will be permitted only between weekend shift employees. Weekday shift exchanges will be permitted, provided the Home does not incur additional costs.

In all instances of tour exchange, the tour must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the employee works in excess of the normal daily hours.

Payment for overtime is as in Article 16.01.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in Article 16 do not apply to employees who accept positions under this provision.

(i) Christmas Period

Article 16 relating to scheduling during this period will apply, except as modified to confirm that the weekend shift employee will continue to work weekends during this period.

(j) When a part-time employee works on a weekend normally worked by a weekend worker, all of the provisions of the Collective Agreement except 15.12 will apply.

15.12 Self Scheduling

The Home and the Union may agree to implement a self-scheduling process. Self-scheduling is the mechanism by which employees in a Home create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating employees. Self scheduling requires a collaboration of employees and management to ensure proper coverage of the Home and to meet the provisions of the Collective Agreement. It is agreed that self scheduling will be negotiated locally by the Home and the Union and will include a trial period.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

15.13 *There will be an interval of not less than fifteen and one-half (15 ½) hours off between scheduled shifts unless the employee specifically requests otherwise, provided that this would not apply to extended tours or daylight savings changeover.*

- 15.14 *The first tour of each working day is days.*
- 15.15 *Schedules covering a four (4) week period will be posted two (2) weeks in advance.*
- 15.16 *During each bi-weekly pay period there shall be four (4) days off of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than five (5) consecutive days. In any event, schedules will not provide for more than six (6) consecutive days.*
- 15.17 a) There shall be no pyramiding or duplication of premium pay, overtime, or paid holiday pay.
- b) If the Employer requires an employee to work overtime following their scheduled shift, the employee shall be entitled to at least 11 hours off from the end of the overtime work until they are required to return to work.
- 15.18 *An employee is free to leave the building during an unpaid meal period provided there are no immediate issues of an emergency nature and there is another registered staff on duty that is provided with report.*

ARTICLE 16 – PREMIUM & OTHER PAYMENT

- 16.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
- 16.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours in excess of her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.03 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- 16.04 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the employer shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given to the employee personally, the employee will be paid four (4) hours' straight time wages or six (6) hours' straight time wages if an extended tour. It is understood that call-ins or call-backs are not covered by this provision
- 16.05 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

16.06 Shift and Weekend Premium

- (a) An Employee shall be paid a shift premium of eighty-five (0.85) cents for each hour worked between fourteen hundred (1400) hours and 0 six hundred (0600) hours provided that such hours exceed two (2) hours worked in conjunction with the day shift. Shift premium will not form part of the Employee's straight time hourly rate.
- (b) An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between twenty two hundred (2200) hours Friday and twenty two hundred (2200) hours Sunday, or such other forty-eight (48) hour period as the parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

16.07 Standby and Call In

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 16.08 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 16.08 (b).

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

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

16.09 The Employer is not required by the seniority scheduling provisions of the collective agreement (if any) to assign work to senior employees that triggers premium pay. In the event that any such assignment would trigger premium pay and the Employer chooses to assign the shift to an employee, the seniority scheduling provisions (if any) shall apply.

This provision is applicable to all of Articles 15 and 16 except for 16.02.

16.10 Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall any shift or weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the employee qualifies for two or more of the following payments: time and one half, shift premium, weekend premium [subject to the limitation in 16.07 (b)] and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.

16.11 (a) *A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty commencing at the conclusion of the employee's scheduled shift on the Friday immediately preceding. Where the employee is not scheduled to work on Friday, the fifty-six (56) hours will begin at the conclusion of the Friday day shift.*

(b) *Except as noted, the Employer will schedule employees so that full time employees receive at least every other weekend off, and will endeavour to schedule part time employees off at least every other weekend, but will in any case schedule part time employees off at least every third weekend. This does apply where an individual employee has given the Employer written notice the employee wishes to work extra weekends.*

16.12 *The Employer will schedule each employee four (4) consecutive days off at either Christmas or New Year's on an alternating basis from year to year.*

In the event that nurses can be granted both Christmas and New Year's Day off the most senior nurse who has requested these days off shall be given the opportunity to take both off.

For those employees who have been granted time off at Christmas, the Employer will endeavour to provide Christmas Eve, Christmas Day and Boxing Day off. For those employees who have been granted time off at New Year's, the Employer will endeavour to provide New Year's Eve and New Year's Day off.

In the event of conflict, bargaining unit seniority shall be the decisive factor. Written requests for this time off must be received by the Director of Resident Care by November 1st. Christmas and New Year's time off shall be posted by November 15th.

Regular scheduling may be waived from the 20th of December to the 8th of January in order to accommodate the employees during this period.

At the request of the employee, the four (4) consecutive days off may be scheduled during the period of December 20th to January 8th to facilitate their cultural differences replacing the days off noted above.

16.13 *Where there is a violation of the scheduling provisions (if any) pertaining to consecutive days of work or time off between shifts, the Employer will pay the employee premium pay of one and one-half times her regular straight time hourly rate for all hours worked for the following tour of duty subject to Article 16.02.*

16.14 *If overtime is to be scheduled, or if it is obvious that overtime will be required, and there is at least twenty four (24) hours prior to the start of the overtime shift, then the overtime shift will be offered to employees based on a rotational seniority process. If the overtime is needed with less than twenty four (24) hours notice, it will be offered to those employees immediately available to work it.*

16.15 Call-in

(a) *“Call-in” shall mean the calling in to work, at the employer’s request, of any employee on a scheduled day off.*

(b) *Full time employees who are called in will be paid overtime at the rate of time and one-half (½) for all hours worked in excess of seventy-five (75) hours biweekly.*

(c) Call-in Procedure

This procedure will be used once the schedule has been posted and it is necessary to replace staff by call-in. This is the order to be followed:

Beginning with the most senior part time employee who is not scheduled to work on the day will be called first. If there are multiple shifts to be filled the employee first called will not be offered shifts on days they are already scheduled.

Once a shift has been filled, the next opportunity is offered to the next person on the call-in list. Once the least senior person on the list has been offered an opportunity, the next opportunity is offered to the most senior.

If the shifts are not filled, then full time employees who have less than 75 hours scheduled bi-weekly who are not scheduled the day will be called.

The employer may by-pass an employee on the list if that would require overtime to be paid, unless all who are called at this stage would be paid overtime.

An employee who has been called is deemed to have been given an opportunity. The Employer will leave a message but is not required to wait for a call back and may move to the next on the list. If the employee next on the list accepts the opportunity before the person calls back, the previous person goes back on the list as next to be called.

If there are multiple shifts to be covered all will be offered on the call and the employee may choose only one.

- (d) Where the call-in is requested within one-half hour of the start of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid for the entire shift.
- (e) If an employee is called in and reports to work within one (1) hour of the call, the Employer will guarantee a minimum of four (4) hours work or pay.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

17.01 *Effective as soon as possible following the date of ratification/award, the former Health and Welfare Benefits provided to all participating and eligible employees under the former CAW agreement will be replaced by Health and Welfare Benefits as described in Article 17.02 below.*

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

- (a) The Employer shall pay one hundred percent (100%) of the billed premium for OHIP and will provide for payment of any reimposition of OHIP type premiums.
- (b) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Plan, with a Drug Card providing for a \$7.50 cap on re-imburement on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

In addition to the standard benefits, coverage will include hearing aids in the amount of \$500 every 5 years; and vision care in the amount of \$300.00 every 24 months with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

The Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided:

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath
- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist

- Ophthalmologist or Optometrist

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

Out-of-country benefits for all homes.

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

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for a minimum of twice annual (2x) salary. *AD&D benefit \$35,000.*
- (d) The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on a one (1) year ODA fee schedule lag providing the balance of the monthly premiums are paid by the employees through payroll deductions. The Dental plan shall provide for Fluoride treatments only for persons under the age of 18 years and dental recall on a nine (9) month basis for persons 18 years and older.

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

17.03

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

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

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

submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be Randi Abramsky and George Surdykowski.

If additional arbitrators are necessary, Norm Jesin shall remain seized to appoint these, if the parties are unable to agree.

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

The above complaint resolution procedure shall not apply to the Long Term Disability provisions. It is understood that this is without prejudice to any existing enforcement rights contained in the Collective Agreement.

17.04 The Employer may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

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

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

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

ARTICLE 18 – RETIREMENT INCOME PLAN

Effective in the first full pay period of January, 2014:

18.01 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; and
- (d) Paid Union leaves.

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

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

- 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 obligation 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.

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

- i) Date of Hire
- ii) Date of Birth
- iii) Date of first Contribution
- iv) 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

- i) Name
- ii) Social Insurance Number
- iii) Monthly remittance
- iv) Pensionable Earnings
- v) Year to Date Contributions
- vi) Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) To be Provided Initially and if Status Changes

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

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

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

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

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 Employees may make additional voluntary contributions to their RRSP based on whole number percentages, (example 1%, 2%, etc.), up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Employer.

18.08 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.

18.09 *The employee's share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.*

18.10 *If an employee is absent for any reason, then except where legislation provides an alternative entitlement, or another provision of this agreement provides an alternative entitlement, the following will apply.*

For the first 33 weeks of absence, the Employer will pay its share of the premium based benefits set out in this Article 20.01, provided that the employee pays her share, if any, of the benefits.

After the first 33 weeks of absence, the employee can continue to participate in the benefits set out under this Article 20.01 for an additional 71 weeks by paying the entire premium. The payment is to be made by postdated cheque, or by such alternate payment method as is agreeable to the Employer.

Once the employee has been absent for 104 consecutive weeks, they are no longer eligible to participate in the benefit plans set out under this Article 20.01, unless and until they return to work. This does not apply to any disability waiver of life insurance benefit.

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 Home 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 this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.

v) Any settlement arrived at under 19.01 (a) i) – iii) shall be signed by the parties.

vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar

days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of 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. The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.06.

- (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 A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.
- 20.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
 - (b) The period of orientation/familiarization shall be established by the Employer, normally for a minimum of six (6) 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.
 - (f) The Employer may, at its discretion, provide orientation in other circumstances.
 - (g) Notwithstanding the above, orientation/familiarization when an employee is transferred to a new unit/shift will be provided as required.
- 20.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home.

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

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

- 20.05 (a) 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.
- (b) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.
- When an employee is required by the Employer to complete an e-learning programme outside her regularly scheduled working hours, she shall be paid for all time spent completing such learning at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.
- Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at in-services, meetings, and completing e-learning.
- (c) The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.
- 20.06 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.
- 20.07 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.
- 20.08 Provided that an employee provides thirty (30) calendar days notice in writing, an employee shall be entitled to leave of absence without pay 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 Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.
- 20.09 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.

20.10 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 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

21.02 Each employee shall keep the Employer informed of changes to relevant employment information.

21.03 The Employer shall upon entry into the Service Agreement or the Long-Term Care Service Accountability Agreement (L-SAA) with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of this bargaining unit and provide copies of such agreements to the Union

21.04 Influenza Vaccine

Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated, except in circumstances where a nurse brings concerns to the Employer with respect to the OHRC. If the employee cannot take the vaccine for medical reasons, they shall be required to provide a physician's note to inform the Employer. In such cases antiviral medications shall be taken in place of the vaccine. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

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

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

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

21.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will endeavour to discuss the changes with the Union and will provide copies to the Union, upon request.

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

21.07 The Employer will provide to each employee, upon request, upon termination of employment a letter detailing her or his employment dates, length of service and experience.

21.08 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within *five (5)* 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.

21.09 *The Employer agrees to provide a bulletin board for the use of the Union. The Union may post notices of meetings and other notices which may be of interest to employees.*

21.10 (a) *The Employer agrees to provide locker space.*

(b) *The Employer agrees to provide a dining area where uninterrupted meals may be taken except in cases of emergency.*

(c) *The employer agrees to provide free parking and to install and maintain adequate lighting in the parking lot.*

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 Retroactivity

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

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

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

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

22.03 Recognition of Previous Experience

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

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

22.04 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.

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

that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

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

22.06 Responsibility Pay

Employees shall be paid Responsibility Pay in accordance with their former CAW agreement until the first full pay period in January 2014, at which time the following provisions shall apply:

- (a) An employee who is designated in writing to relieve the Director of Care, 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 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification which represents an increase above her current salary. She shall retain her service review date for purposes of wage progression.

22.08 Temporary Certificate of Registration Rate

An employee holding a Temporary Class Certificate of Registration upon presenting proof of current General Class Certificate of Registration by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

ARTICLE 23 – DURATION

23.01 This Agreement shall continue in effect from July 1, 2016 until June 30, 2019 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 Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

"Signed"

Jennifer Middleton

"Signed"

FOR THE UNION:

Susan Johnson
Labour Relations Officer

Tammy Toth

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

Step	July 1, 2016 (1.4%)	July 1, 2017 (1.4%)	July 1, 2018 (2%)
Start	\$28.71	\$29.11	\$29.69
1 Year	\$29.94	\$30.36	\$30.97
2 Years	\$30.92	\$31.35	\$31.98
3 Years	\$32.57	\$33.03	\$33.69
4 Years	\$33.89	\$34.36	\$35.05
5 Years	\$35.51	\$36.01	\$36.73
6 Years	\$37.07	\$37.59	\$38.34
7 Years	\$40.22	\$40.78	\$41.60
8 Years	\$43.46	\$44.07	\$44.95

Percentage in Lieu for Part-time employees

Part time nurses who have completed their probationary period earn an additional \$1.00 per hour worked, for all hours worked, in lieu of premium based benefits or sick leave.

Retroactive pay to be paid within four pay periods, effective the date of ratification. Retro to be paid on a separate cheque if the system allows.

APPENDIX "B"**INDEPENDENT ASSESSMENT COMMITTEE CHAIRPERSONS**

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

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

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re Harassment Policy in Respect of ONA Members

1. Policy

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and the ONA do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

3. Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the ONA will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and the ONA will jointly investigate all complaints
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the ONA.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling
- racial slurs or jokes -
- mimicking a person's accent or mannerisms

offensive posters or pictures on paper
 repeated sexual remarks
 physical contact that could be perceived as degrading
 sexual flirtation, advances, propositions
 leering
 comments about a person's sex life
 innuendo, gestures or taunting about a person's body, disability, attire or gender

4. Procedure

The Employer and the ONA are responsible for:

advising a complainant when this policy applies;
 providing education regarding harassment;
 clarifying options available;
 identifying and assisting complainants in obtaining counselling
 facilitating in the resolution process and
 informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code.

In addition, the Employer and the ONA will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

- All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and the ONA. They may be either verbal or in written form.
- The Employer and the ONA will document the complaint and the individual will be informed of his/her rights.
- The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- An internal resolution will be attempted between the complainant and respondent by the Employer and the ONA.
- Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the ONA.
- At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

"Signed"

Jennifer Middleton

"Signed"

FOR THE UNION:

Susan Johnson
Labour Relations Officer

Tammy Toth

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Job Sharing

1. This letter is an agreement in respect of job sharing. This letter is part of the Collective Agreement.
2. For the purposes of this letter, a job share means the Employer will combine a full time position, having ten (10) shifts, with four (4) part time shifts, so as to produce a schedule line with fourteen (14) shifts. The fourteen (14) shifts would then be divided equally between two nurses.
3. A full time nurse who has held a regular position for at least six (6) months may apply, in writing, to the Employer to have their full time position converted to a job share. The Employer will give fair consideration to any request.
4. If the Employer agrees to the full time nurse's request, the Employer will then post the job share. Any part time nurse may apply, and Article 13.02 applies. If no part time nurse applies, then the job share request would be denied.
5. In the event of a job share, then notwithstanding any provision of the Collective Agreement, the job share partner shall be scheduled, and/or called first, if their partner is absent.

In the case of a job share, then notwithstanding any provision of the Collective Agreement, the job share partner shall be called last, if there is a call-in for any other position.

6. Each partner in a job share has an obligation to be reasonably available to work if their partner is absent on a short-term basis. This applies to both scheduled and call-in shifts for this job share. The obligation is met if the partner works two shifts of the other partner's schedule in a two week pay period.

This obligation ceases once the job share partner has been absent for more than thirty (30) consecutive calendar days.

If one partner fails to be available to work at least 50% of the other partner's absence, averaged over six consecutive pay periods, and subject to the two shift rule, or the extended absence rule, the Employer has the right to end this particular job share.

7. Partners are free to exchange shifts with each other, subject to advising the Employer in advance. Partners are also free to exchange with other nurses in accordance with the relevant language of this agreement.

- 8. Nurses in job shares are classified as part-time employees, notwithstanding they may from time to time work more than seven shifts.
- 9. If one partner in a job share leaves the arrangement, the job share may be continued. If that occurs, the job share would be posted. If it does not occur, the remaining partner reverts to her previous status as either a full time or part time employee.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Central Negotiating Team

This letter is applicable only in circumstances where the employer is a participant in central negotiations.

Central Negotiating Team

In the event that the parties agree to participate in central bargaining between the Ontario Nurses' Association and the Participating Homes, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending negotiations and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including Mediation/Arbitration. The parties, however, agree that these days are not to be counted against the number of ONA local union leave days provided in Article 11.02 (a). Notice will be given to the Employer as far in advance as possible.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Transfers between Homes within Chain

The Employer agrees that employees may be permitted to transfer at the Employer's discretion from one nursing home to another for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the Home to which they would like to transfer, prior to leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be able to commence work.
- (b) An applicant, who is permitted to transfer at the Employer's discretion from one nursing home to another as a result of this transfer procedure, will retain the service that she/he had previously accrued for purposes of placement on the wage schedule, level of vacation entitlement provided, and any other compensation conditions of employment according to the position to which employee transfers at the new home. For purposes of transfer, promotion, lay-offs and reductions in staff, however, an employee so transferring will only be able to exercise home seniority.
- (c) This provision applies only to homes within the same Employer.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: One Employer-Two Homes Employment Opportunities

The Union and the Employer may agree to discuss the creation of One Employer-Two Homes employment opportunities at the local level.

The introduction and details of these employment opportunities shall be determined by the local parties and will be pilot projects.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Disability Income Protection Plan

In the event that an Employee is on sick leave as at date of implementation, such employee would remain on the former CAW sick leave Plan until she/he returned to work for 5 days, if further sick leave was required as the result of a recurrence of the same sickness/injury. If the employee returned to work and was sick/injured as the result of a different sickness/injury, the new plan would start immediately.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson

Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: RN Staffing Hours

The parties agree that total bargaining unit RN hours as at this date is 195 hours, the occupancy is 74 and the CMI is 1.0127.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson

Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Part-Time Schedule (formally Schedule "D")

(To remain in effect until the parties conclude an agreement on part-time scheduling in accordance with the Letter of Understanding re: Part-Time Scheduling Provisions under this agreement.)

The Employer may establish a part-time position reflecting the days off of a full-time position to a maximum of four shifts in a bi-weekly pay period. If the Employer does so, the position would be posted and filled in accordance with Article 9.

Any scheduled part-time work, other than the work set out in the previous paragraph, shall be scheduled by providing one shift in a bi-weekly pay period to all part-time employees who do not hold a posting, beginning with the most senior, and if shifts remain, then by scheduling a second shift per bi-weekly pay period, and so forth, until all shifts have been scheduled. However, if all of the part-time employees have been scheduled to at least four shifts in the bi-weekly pay period, then employees holding posted positions shall be included in the distribution of the work. Any work beyond four shifts will be subject to the employee being willing to work the extra shift or shifts. The maximum number of scheduled shifts is 10 per pay period.

If full-time employees do not accept "off the floor" duties, such as doctors' days, or wound care, RAI, or restorative responsibilities, or infection control, or any related duties, the work is offered to part-time employees, with priority being given to the senior part-time employees with the appropriate training, experience or abilities. This may result in a junior part-time employee having a greater number of scheduled shifts than a more senior part-time employee.

The Employer will endeavour to schedule more senior employees to longer shifts and more junior employees to shorter shifts. However the parties recognize this is not always practical.

Employees holding part-time postings must be available for call-ins, and willing to be scheduled for additional shifts.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Part-Time Scheduling Provisions

1. Schedule "D" of the former CAW agreement will continue in effect until the parties conclude an agreement on part-time scheduling.
2. A scheduling committee comprised of the 2 representatives elected or appointed by the union plus the Labour Relations Officer and 2 Employer representatives shall convene to develop part-time scheduling provisions. Additional members may be included by agreement of the parties.
3. All time spent by the Union representatives in the meetings shall be considered time worked and paid accordingly.
4. If the Parties reach an agreement, such agreement will replace Schedule "D" effective the date of ratification by the union.
5. In the event that the Parties cannot agree to part-time scheduling provisions, the Stanley Board will remain seized to resolve the issue.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING

Between

TILBURY MANOR NURSING HOME

And

ONTARIO NURSES' ASSOCIATION

Re: Holiday Scheduling

For the duration of this Collective Agreement, employees will have certain options regarding work on holidays, as defined in this agreement subject to Article 18.06.

If a full time employee is scheduled to work on a holiday, the employee would have an option to either work or not work. If they are not scheduled, there is no option.

Part time employees would have an option to work on the holiday since their schedule is not consistent.

The Employer will then endeavour to schedule employees to work on such holidays by scheduling employees who have so indicated.

If more employees have indicated they wish to work on the holiday than are required to work on the holiday seniority will be used.

If there are not sufficient employees who wish to be scheduled, the Employer reserves the right to schedule other employees.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson

Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

LETTER OF UNDERSTANDING**BETWEEN:**

**TILBURY MANOR NURSING HOME
(Hereinafter referred to as the "Employer")**

AND:

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

Re: Grievance Commissioner System

This is to confirm the discussion of the parties during collective bargaining that they are committed to encouraging early discussion and resolution of labour relations issues at the local level and seek to resolve grievances in a timely and cost efficient manner.

To that end, this is to confirm that pursuant to Article 8, the parties agree that the Employer and Union at individual nursing homes may agree to utilize the following process in order to resolve a particular grievance through the utilization of a joint mediation-arbitration procedure:

1. The Employer and Union may mutually agree in writing to invoke the Grievance Commissioner process outlined in this letter rather than proceed to arbitration as set out in Article 8.12 of this collective agreement for an individual, group or policy/union grievance.
2. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided herein.
3. The Grievance Commissioner shall be mutually agreed upon by the Employer and Union.
4. The Employer and Union agree to make best efforts to ensure that the Commissioner mediation-arbitration dates are set so that this process is initiated in a much more accelerated rate than the normal arbitration process. To that end the parties agree to meet centrally to discuss the possibility of a central Grievance Commissioner roster and pre-scheduled dates that can be mutually shared throughout the year.
5. The location of any such hearing shall be agreed upon by the local parties.
6. The parties shall provide the Grievance Commissioner with a Statement of Facts Agreed and Not Agreed. In addition they shall provide the Grievance Commissioner and each other with brief written representations on which they intend to rely provided that such are emailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner. This information will include the grievance and the Employer's response.
7. The purpose of the hearing is to clarify issues and/or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance

Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

- 8. The parties acknowledge that this is an expedited form of a med-arb process whereby the Grievance Commissioner, based on the evidence and representations provided by the parties during the med-arb session, will decide the grievance. The parties agree that no witnesses will be called throughout this process, except as required by the Grievance Commissioner. The Grievance Commissioner must render his/her written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing.
- 9. If it becomes clear at any point during the process that due to exceptional circumstances the grievance is too complex for the Grievance Commissioner process, the parties may jointly agree to revert to traditional arbitration pursuant to Article 8 of the collective agreement.
- 10. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.
- 11. Notwithstanding anything contained herein, the decision of the Grievance Commissioner shall be in accordance with Article 8.16.
- 12. The Union and Employer shall each be responsible for one-half (½) of the expenses (including any off-site location of the hearing) and fees payable to the Grievance Commissioner.
- 13. The parties agree that the Grievance Commissioner can serve as a mediator/ arbitrator for more than one grievance on a single day.

The parties agree that nothing in this letter prevents the parties at a nursing home from mutually agreeing to mediation for any other grievances pursuant to Article 8.19.

DATED AT Windsor, ONTARIO, 31st DAY OF May, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

"Signed"

Susan Johnson
Labour Relations Officer

Jennifer Middleton

Tammy Toth

"Signed"

SCHEDULE A

CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR INJURY

DATE: _____

NAME: _____

FACILITY: _____

DATE(S) OF ABSENCE: _____

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

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

SIGNATURE OF THE EMPLOYEE: _____

PAYMENT APPROVED: _____
SIGNATURE OF SUPERVISOR

DATE APPROVED: _____

SCHEDULE B

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

PHYSICIAN/ NURSE PRACTITIONER/MIDWIFE 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: _____