

COLLECTIVE AGREEMENT

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(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, 2009

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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 he 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 and graduate nurses employed in a nursing capacity at **the** Home save and except the Assistant Director of Resident Care and persons above the rank of Assistant Director of Resident Care.*
- 2.02 (a) A full-time employee shall mean an employee covered by this Agreement who **is** committed to and regularly works the full work period of *seventy-five hours in a bi-weekly 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 for a specified period. Such employee has the option of refusing work when it is made available to her.
- 2.03 Whenever the feminine pronoun **is** used in this agreement, it includes the masculine pronoun, where the context **so** requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 Work of the Bargaining Unit
- (a) In order to protect the 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.

- (b) 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.
- (c) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. 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 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 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.

2.07 A Graduate Nurse is defined as a nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire.

The continued employment of a graduate nurse shall be in compliance with the Nursing Home Act.

A graduate nurse shall notify the Employer of the results of the College of Nurses exam(s) she writes.

2.08 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.

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

2.10 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule "A".

2.11 The word "Employee" when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

Note: Where any reference is made to the ***Nursing Home Act*** it should be read to mean ***Lonu-Term Care Homes Act***.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

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

3.02 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 – NO DISCRIMINATION

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, marital status, sex, nationality, ancestry, sexual orientation, 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, 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

Modified Work/Return to Work

- (a) The normal retirement age is sixty-five (65) years of age. The Employer may continue to employ an employee beyond retirement age, if the Employer determines that the employee can satisfactorily perform the requirements of her classification. (Effective December 12, 2006, the parties agree this subsection no longer applies).
- (b) 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.
- (c) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

- (d) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

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

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01

The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act 1995, as amended.

ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:
- (a) *Up to three (3)* employee representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
 - (b) A Grievance Committee of *three (3)* employees. Only *two (2)* members may attend a meeting of the committee at any one time.
 - (c) A Negotiating Committee of *not more than three (3)* 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. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
 - (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The Employer will provide replacement staff where operationally required.
- 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 renewal 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.
- Notwithstanding the foregoing, it is understood and agreed that in circumstances where local issue bargaining commences after a central conciliation process, the first day of such local negotiations will be treated for purposes of pay as if the negotiations commenced prior to conciliation.
- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfill their duties as Committee members as set out in a) above. However, it is further agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably withheld.
- 6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of

advising such employees of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.

6.06

Health & Safety

(a) The Employer and the Union agree that they mutually desire to maintain standards of 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 management and employee health and safety committee 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. Minutes of the meetings shall be posted on the workplace health & 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 joint Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Health and Safety Committee written policies to address the management of violent 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;
 - 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.

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 2.11.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

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

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.

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

6.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

6.10 The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.

ARTICLE 7 – UNION SECURITY

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

7.02 The Employer shall provide the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility. 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 and newly hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

7.03 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, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence.

Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the employee, who may request the assistance of her employee representative 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.
- 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.

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.

- 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 *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.*
- 21.09 *In the event the Employer makes an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the employer error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.*
- If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.*
- 21.10 (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.*

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 experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (**1500**) hours paid in previous employment equals one (**1**) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

This provision shall apply to all current employees at July **01, 2001**

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

- (a) An employee who is designated in writing to relieve the Director of Nursing, shall be paid eight dollars and fifty cents (\$8.50) 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 seven dollars and fifty cents (\$7.50) 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 Graduate Nurse Rate

A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence 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 until June 30, 2009 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 Mississauga, ONTARIO, THIS 6th DAY OF July, 2007.

FOR THE EMPLOYER:

Don Jeffrey

Suzi Holster

Brent Kerwin

Marva Griffith

A Rajan

Sandra Ross

Joan Branton Wallace

Leslie Hancock

FOR THE UNION:

Mary Allen RN
Labour Relations Officer

Dianne Popp
Chelsey Park Retirement Community

Elizabeth DeSousa-Mendonca
Chelsey Park Nursing Home (Mississauga)

Fede Ville
Cheltenham Nursing Home

Margaret Lim
Rockcliffe Nursing Home

Karin Alexander
Tullamore Nursing Home

Rubina Khan RN
Altamont Nursing Home

No Representative
Oxford Regional Nursing Home

APPENDIX "A"

RATES OF PAYRegistered Nurse

Step	July 1/06	Jan. 1/07	July 1/07	Jan. 1/08	July 1/08	Jan. 1/09
Start	\$22.88	\$23.28	\$23.69	\$24.11	\$24.53	\$25.02
1 Year	\$23.90	\$24.32	\$24.74	\$25.18	\$25.62	\$26.13
2 Year	\$24.70	\$25.14	\$25.58	\$26.02	\$26.48	\$27.01
3 Year	\$26.05	\$26.50	\$26.97	\$27.44	\$27.92	\$28.48
4 Year	\$27.13	\$27.60	\$28.08	\$28.58	\$29.08	\$29.66
5 Year	\$28.47	\$28.97	\$29.47	\$29.99	\$30.52	\$31.13
6 Year	\$29.75	\$30.27	\$30.80	\$31.34	\$31.89	\$32.53
7 Year	\$32.32	\$32.88	\$33.46	\$34.04	\$34.64	\$35.33
8 Year	\$35.00	\$35.60	\$36.23	\$36.86	\$37.51	\$38.26

Percentage in Lieu

Effective **July 1, 2005** the eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 12 except 12.04, 14, and 17.

Head Nurse

Step	July 1/06	Jan. 1/07	July 1/07	Jan. 1/08	July 1/08	Jan. 1/09
Start	23.77	24.18	24.61	25.04	25.48	25.99
1 Year	24.84	25.27	25.71	26.17	26.62	27.15
2 Year	25.63	26.08	26.54	27.00	27.47	28.02
3 Year	27.03	27.49	27.98	28.47	28.97	29.55
4 Year	28.12	28.60	29.10	29.62	30.14	30.74
5 Year	29.49	30.01	30.52	31.06	31.61	32.24
6 Year	30.79	31.33	31.87	32.43	33.00	33.66
7 Year	33.39	33.97	34.57	35.17	35.79	36.50
8 Year	36.12	36.74	37.39	38.04	38.71	39.48

APPENDIX "B"**ASSESSMENT COMMITTEE CHAIRPERSONS**

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

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

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

Employee	week 1							week 2							week 3							
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	
A	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	-	
B	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	-	
C	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	
D	PM	PM	PM	PM	-	-	PM	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	-
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Emp1	Week 5							Week 6													
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B	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day
C	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day
D	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	PM	-
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Employee	week 1							week 2							week 3							
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C	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	
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Employee	Week 4							Week 5							Week 6						
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G	-	-	-	-	Night	-	-	-	-	-	-	-	PM	PM	-	-	-	-	-	-	-

Employee	WEEK 1							WEEK 2							WEEK 3						
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	S
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D	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	F
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.mpt./yee	WEEK 4							WEEK 5							WEEK 6						
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C	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	Day	Day	Day	-	-	Day	E
D	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	-	PM	PM	PM	PM	-	
E	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Night	-	-	Night	Night	Night	Ni
F	-	Day	Day	Night	Night	-	-	Day	Day	Night	Night	-	-	Day	Day	Night	Night	-	-	Day	E
G	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

APPENDIX "D"**PAY EQUITY AGREEMENT****BETWEEN:****ONTARIO NURSES ASSOCIATION**

(Hereinafter referred to as the 'Union')

AND:**THE PARTICIPATING NURSING HOMES****(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)**

(Hereinafter referred to as the "Employers")

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The adjustments in the Memorandum of Settlement dated April 27, 2001 resolve all the obligations for achievement of Pay equity. The Union agrees that it will not support any challenge to the settlement that achieved Pay Equity. If an individual or group of individuals seeks legal or administrative review of the settlement that achieved Pay Equity it is agreed that the Collective Agreement will be adjusted to offset any award by the Pay Equity Tribunal or other legal entity. If needed, the parties agree to have Kevin Burkett render a decision on the matter.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred to as the "Employer")

AND:

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

Re: New Certifications

If a participating employer is newly certified by ONA at one of its owned nursing homes for its registered nurses, the existing standard non-monetary provisions in the central ONA/RN agreements will automatically apply to the nurses effective as soon as practically possible following the date that the Employer receives notice to bargain from the Union.

These provisions include:

Article 1
Article 2.03
Articles 2.05-2.11
Articles 3-8
Articles 9.01(d) only, 9.03-9.13, 9.16
Article 10
Article 11 [except 11.05 (d) and (h)]
Article 12 holidays-long weekends
Article 14.02
Article 17.05, 17.06
Article 19.02
Article 20, 21
Article 23 [except 23.01]
Letters of Understanding Re: Harassment and Discrimination, Transfer between Homes and Dues

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

Hereinafter referred to as the "Employer")

AND:

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

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.

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred to as the "Employer")

AND:

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

Re: Harassment and Discrimination

Within three (3) months of the ratification of the Memorandum of Settlement or issuance of the arbitration award, the Employer will provide the Union with a copy of a policy in respect of harassment and discrimination. The Union may make suggestions to the Employer for its consideration. The policy will not be inconsistent with provisions of the collective agreement. A copy of the policy will be made available to all employees.

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions *of*

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred to as the "Employer")

AND:

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

Re: Harassment and Discrimination

The parties agree that the process for dealing with harassment for reasons not specifically prohibited by the Ontario Human Rights Code is an appropriate subject matter at Labour Management Committee meetings.

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred to as the "Employer")

AND:

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

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.

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred **to as** the "Employer")

AND:

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

Re: Province-Wide Multi-Union Violence in the Workplace Discussion

The parties agree to invite the Unions and Employers representative of the workforce and workplaces in the Nursing Home sector to participate in a discussion of methods to eliminate violence in the workplace between employees.

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred to as the "Employer")

AND:

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

Re: Nursing Homes and Related Industries Pension Plan

It is understood and agreed that if the Union is accepted to participate in the Nursing Homes and Related Industries Pension Plan, the following language will replace Article 18.01-18.04 on a date to be determined by the Union.

In order to determine the feasibility of group participation in the plan, the Employer agrees to provide the following information to the Plan Administrator from each home electronically (where practicable) for each ONA member: their date of birth, date of hire (if part-time the total hours from date of hire), status (full-time, part-time), gender and annual compensation.

18.01 The Nursing Homes and Related Industries Pension Plan

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

.01 "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:

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

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

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

- .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.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- .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.Q. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

- (i) To be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of first Remittance
 - Seniority List (for purposes of calculations past service credit).
- (ii) To be Provided with each Remittance
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
- (iii) To be Provided Once, and if Status Changes
 - Address as provided to the Home
 - Termination date when applicable
- (iv) To be Provided Once, if they are Readily Available
 - Gender
 - Marital Status

LETTER OF UNDERSTANDING

BETWEEN:

**Chelsey Park Nursing Home (Mississauga)
Oxford Regional Nursing Home
Altamont Nursing Home
Tullamore Nursing Home
Rockcliffe Nursing Home
Cheltenham Nursing Home**

divisions of

DIVERSICARE I LIMITED PARTNERSHIP

and

Chelsey Park Retirement Community (Nursing Home)
a division of

DIVERSICARE VI LIMITED PARTNERSHIP

(Hereinafter referred to as the "Employer")

AND:

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

Re: Application of Article 14.01 (a) (i – ii)

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

1. 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.
2. 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.

3. The employee will be required to provide the Employer with a medical certificate as set out in Schedule "C", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if the Employer requests that the employee provide a certificate from his or her physician that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on his or her supplying such certificate.
4. 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.
5. 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.

SCHEDULE A

CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR INJURY

DATE: _____

NAME: _____

FACILITY: _____

DATE(S) OF ABSENCE: _____

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

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

SIGNATURE OF THE EMPLOYEE: _____

PAYMENT APPROVED: _____
SIGNATURE OF SUPERVISOR

DATE APPROVED: _____

SCHEDULE B

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

PHYSICIAN INFORMATION

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

I, **Dr.** _____ confirm that _____
(please print physician's name) (please print employee's name)

was treated by me on _____, is or was unable to work
(date)

due to personal illness or injury as of _____, and was no?or will
(date)

not be able to return to work until _____
(date)

Physician's signature: _____

Date: _____

SCHEDULE C

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

PHYSICIAN INFORMATION

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

_____ due to a personal illness or injury, and will be able
(date)

to return to work on _____, and to carry out her normal duties and
(date)

responsibilities (check one)

with the following restrictions: _____

or

without restrictions: _____

Physician's signature: _____

Date: _____