

COLLECTIVE AGREEMENT

Between:

BETTER LIVING AT THOMPSON HOUSE
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Expiry: **March 31, 2018**

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain mutually acceptable working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the Parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Better Living at Thompson House (formerly Don Mills Foundation For Senior Citizens Inc.) at its Thompson House and E.P. Taylor Place, save and except Supervisors and persons above the rank of Supervisor. This shall be read subject to Appendix "D".
- 2.02 A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.03 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.
- 2.04 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, and vice versa, where the context so requires.
- 2.06 (a) Nurses outside the bargaining unit shall not perform work normally done by nurses in the bargaining unit if such would result in a layoff of bargaining unit nurses.
- (b) (i) The Union Management Committee shall engage in meaningful discussions respecting the Price Waterhouse-Coopers report. The Committee shall meet within four (4) weeks of any request by either party to convene a meeting and there shall be no minimum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
- (ii) The Employer will consider a College of Nurses Practice setting consultation. In the event that the Employer exercises its discretion to make a request, the Employer shall pay costs, share any reports with ONA, and consult with the Local ONA President with respect to the appointment of one (1) RN representative on the focus group.

- (c) i) Subject to the conditions set out in paragraphs ii) and iii) below, the Employer agrees to maintain the current complement of (102) 7.5 hour shifts each pay period.
- ii) If the beds or occupancy levels within the Home are reduced or funding is otherwise reduced below the levels in effect as of October 1, 2004, a reduction in the complement shall not constitute a breach of this agreement, as long as the reduction is no greater than necessary to offset the funding reduction.
- iii) It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on day to day basis.
- iv) Where the Employer takes action under clause ii), it will provide the Association with documentation to support the action.
- v) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make best efforts to recruit a replacement.
- vi) If there is any other reason for the failure to staff in accordance with this Article, the Union and the Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- vii) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.

2.07

For the purposes of this Agreement:

- (a) A full-time nurse is a nurse who is regularly scheduled to work seventy-five (75) hours during a two (2) week pay period.
- (b) A regular part-time nurse is a nurse who is regularly scheduled to work less than full-time hours, and who has made a commitment to the Employer to be available to work:
 - i) for a minimum of four (4) shifts per pay period if working evenings or nights, or six (6) shifts per pay period if working days;
 - ii) every other weekend;
 - iii) forty-eight (48) weeks per calendar year;
 - iv) either the Christmas period or the New Year's period, where Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and New Year's shall include New Year's Eve and New Year's Day; and

- v) for four weeks during the months of July and August.
- (c) A casual part-time nurse is a nurse who works on a call basis, and who does not work on a regularly scheduled basis, or who does so for no more than a single scheduling period. A casual part-time nurse has the right to refuse work which is made available to her.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, layoff, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline nurses for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that a nurse 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 nurses and the operation of the facility. This includes the right to introduce new and improved methods, facilities and equipment, and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increase or reduction of personnel in a particular area or on the whole.
- 3.02 The Employer shall exercise these rights in a manner consistent with the Collective Agreement and shall 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 nurse because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 4.02 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7 (2)*].
- (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

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

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

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

4.04 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 During the term of this Agreement and while negotiations (including Arbitration proceedings) for a renewal Agreement are taking place, the parties agree that the Employer will not lock out any of its nurses and the Union will not strike the Employer's operations. The terms "strike" and "lock out" 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) Nurse Representative

One (1) Nurse Representative and an alternate representative who will be authorized to represent the nurses in the absence of the Nurse Representative. The Nurse Representative shall be given time off to assist a nurse in presenting a grievance during working hours.

(b) Negotiating Committee

A Negotiating Committee of two (2) nurses, one member who shall be the Bargaining Unit President and a Labour Relations Officer of the Ontario Nurses' Association.

Representatives of the Negotiating Committee shall be paid at their regular straight time rate for all regularly scheduled working hours lost due to attending meetings with the Employer up to and including Conciliation. A nurse on the evening or the night shift shall receive paid time off for the actual day of the negotiating meeting.

The Committee members shall request time off, when necessary, from their manager, immediately upon learning of confirmed days for negotiations. A nurse on the Committee may request unpaid leave of absence for the night shift of the day preceding negotiations.

(c) Union-Management Committee

i) A Union-Management Committee composed of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but at least every third [3rd] month, and as required by Article 20.01. The meetings shall be scheduled to last not more than one (1) hour but may be extended by mutual agreement.

ii) The purpose of this Committee shall be to discuss matters of mutual concern, including topics set out below. Such topics shall be exclusive of matters which are properly the concern of the Negotiating Committee or in the Grievance process and shall be conducted without prejudice to the rights of the parties under this Agreement.

a) workload, scheduling matters, and job content;

b) effective and meaningful communication of information and ideas;

c) joint recommendations on matters of concern including the quality and quantity of nursing care;

- d) complaints referred to it in accordance with the provisions of Article 20, Professional Responsibility;
 - e) matters relating to orientation and in-service programmes;
 - f) other matters of professional concern.
- iii) An agenda will be prepared for each meeting and items for the agenda will be exchanged at least one (1) week in advance. Minutes of this meeting shall be maintained and signed by both parties prior to distribution or posting. The role of Chairperson shall rotate between the parties.
 - iv) The Home agrees to pay for all time spent for all representatives of the Union attending at such meetings.
- (d) The Employer shall pay designated representatives and Committee members their respective salaries for all time lost from regularly scheduled hours processing (but not investigating) grievances, up to but not including the arbitration stage, and while attending meetings (but not negotiations) with the Employer during her regular shift.

6.02

Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agrees to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
 - The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
 - When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable actions(s) that reduces risk and protects nurses.
 - The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
 - When the Employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 8(12)].

- The Employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s. 8(13)].
 - The Employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
 - The employee shall use or wear the equipment, protective devices or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)]
 - The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2) (b)].
 - A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- (b) The parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
- Violence in the Workplace (include Verbal Abuse)
 - Musculoskeletal Injury Prevention
 - Needle Stick and other sharps Injury Prevention
 - Nurses who regularly work alone or who are isolated in the workplace
 - Wellness initiatives
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (d) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer . No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

(e) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) *member* selected or appointed by the Union from amongst bargaining unit employees.
- ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- iii) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- v) Any representative appointed or selected in accordance with (e) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to,

- a) one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.
- b) such time as is necessary to attend meetings of the committee;
- c) such time as is necessary to carry out [inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the Act.]" ref: *Occupational Health and Safety Act*, Sec. 9 (34);
- d) where an investigation is required under the *Occupational Health and Safety Act*, the Committee shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a Union representative to be involved in an investigation involving Union members; and

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

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Employer identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union. Upon written request, all Union members on the Joint Health and Safety Committee shall be trained as certified workers.
- x) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act*, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37)
- xi)
 - A) "This section does not apply to a [nurse]
 - 1) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - 2) when the worker's refusal to work would directly endanger the life, health or safety of another person". ref: *Occupational Health and Safety Act*, Sec. 43 (1)
 - B) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - 1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;

- 2) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
- 3) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to endanger himself, herself or another worker". ref: *Occupational Health and Safety Act, Sec. 43 (3)*.

- C) A refusal to work or do particular work as outlined in Article 6.02 (e) (xi) (B) shall not be considered a contravention of Article 5.

6.03 The parties agree that if incidents involving aggressive resident or 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 nurses presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Union-Management Committee will include aggressive residents or clients.

6.04 The Union will notify the Employer in writing of the names of its representatives and changes thereto.

6.05 The Union Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. Prior to entering the Employer's premises, any such representative or consultant shall notify the Administrator.

6.06 During the orientation period of a newly hired nurse, a nurse representative will be allowed a reasonable period of up to fifteen (15) minutes within regular working hours to interview the nurse privately to advise her or him of the rights and obligations under the Collective Agreement, and to provide membership forms, and to discuss the ONA Group R.R.S.P. forms in accordance with Article 19.01 (c).

6.07 Violence in the Workplace

- (a) Violence for all purposes in the collective agreement shall be defined as any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk of and/or psychological trauma/harm/injury/illness. 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.

- (b) The Employer agrees to develop formalized policies, measures, procedures and training 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, measures and procedures shall be communicated to all employees and all employees will receive training and education on them.

The Employer agrees that where there is risk of violence, an adequate level of trained Registered Nurses should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability, both to identify and to subsequently deal with potentially violent situation(s).

- (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, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- (e) 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.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer shall deduct from the pay due to each nurse, who is covered by this Agreement, a sum equal to the monthly Union dues of each nurse. The Union shall notify the Employer, in writing, of the amount of such dues. The Union shall notify the Employer in writing of any change in the amount of dues twenty-one (21) days prior to the effective date of such change. The Employer will send to the Ontario Nurses' Association, within thirty (30) days after the deduction is made, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, leaves of absence and the initial list shall contain, as well, the addresses and telephone numbers of each nurse. A copy of this list will be sent to the Local Union. Prior to the release of personal information to the Union, the nurses will provide the Employer with a release in a form satisfactory to the Employer and the Union.
- 7.02 The Employer shall provide each nurse with a T-4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.
- 7.03 It is expressly understood and agreed that the Union will save the Employer harmless and indemnify the Employer for any claim arising pursuant to any deduction made hereunder.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURES

8.01 It is the mutual desire of the parties that grievances shall be adjusted as quickly as possible. It is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within five (5) working days after the circumstances giving rise to the complaint became known to the nurse, or ought to have become known to the nurse. If the supervisor is unable to adjust the complaint to the nurse's satisfaction within five (5) working days, the nurse may proceed with the grievance procedure at Step 1.

8.02 A grievance is defined as a complaint relating to the interpretation, application, administration or alleged violation of this Agreement.

8.03 Any nurse(s) or the Union making a complaint and/or grievances shall have the right of Union representation at any or all steps of the grievance procedure. The Employer shall inform the nurse(s) of this right. All grievances shall be taken up in the following manner:

Step #1

Any nurse(s) having a grievance must submit the written grievance form to her or his immediate supervisor within ten (10) working days of the supervisor's response to the nurse's verbal complaint. The grievance shall identify the nature of the grievance, the relevant articles of the Agreement and the remedy requested. Her or his supervisor shall reply in writing to the nurse within ten (10) working days from the date the complaint or grievance was brought to her or his attention.

Step #2

If further action is to be taken, then within ten (10) working days after the decision is rendered in Step #1, the nurse shall submit the grievance to the Administrator. A meeting will then be held between the Administrator and the nurse(s), the Grievance Committee and the Labour Relations Officer at a time mutually agreeable to the Employer and the Union. The decision of the Administrator shall be given in writing within ten (10) working days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer. Should the Administrator fail to render a decision or if the decision is unsatisfactory to the nurse or the Union, it may be referred to Arbitration.

8.04 Should the Employer discharge, suspend or discipline any nurse(s), notification by the Employer to such nurse(s) shall be made in the presence of a Nurse Representative, unless such representation is specifically waived by the nurse. The nurse(s) and the Nurse Representative shall be provided with written reasons for the discharge, suspension or discipline. Should the nurse(s) wish to file a grievance against a suspension or discharge, it shall be reduced to writing and filed under Step #2 of the Grievance Procedure.

8.05 Group Grievance

Where a number of nurses have similar grievances, they may present a single grievance in writing to the Supervisor at Step #1 within ten (10) working days of

the occurrence of the circumstances giving rise to the grievance. The grievance will specify the names of the nurses concerned.

8.06 Policy and Employer Grievances

A policy grievance shall be presented in writing to the Employer at Step #2 of the grievance procedure by the Grievance Committee within ten (10) working days of the circumstances giving rise to the grievance occurring. The Union may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement; but the Union may not institute a grievance concerning a nurse or nurses which such nurse or nurses could themselves institute. The Employer may institute a grievance by giving written notice to the Nurse Representative and the grievance shall be processed in a manner similar to Step #2. Failing settlement, a policy or Employer grievance will be referred to Arbitration.

8.07 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, the party requesting arbitration shall notify the other party in writing within ten (10) working days of the decision under Step #2 of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the party's appointee to an Arbitration Board.

The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third [3rd] person who shall be the Chairperson.

If either party fails to appoint its appointee, or the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

8.08 The Arbitration Board shall hear and determine the grievance. The decision is final and binding upon the parties and upon any nurse affected by it.

8.09 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

8.10 Each party shall pay its own expenses including appointees and witnesses and the fees and expenses of the Chairperson shall be borne equally by the parties.

8.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

The time limits fixed in the complaint, grievance and arbitration procedures are mandatory but may be extended by mutual consent of the parties.

8.13 For the purposes of this Article, "working days" shall exclude Saturday, Sunday or paid holidays.

- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 8.15 An Arbitrator or a Board of Arbitration shall not be authorized to make any decision which is in any way contrary to or inconsistent with the provisions of this Agreement nor shall an Arbitrator or a Board have the authority to alter, add to or amend any provisions of this Agreement.

ARTICLE 9 – JOB SECURITY AND SENIORITY

- 9.01 Seniority for full-time nurses shall be defined as the length of continuous service with the Employer since the last date of hire.
- Seniority for part-time nurses shall be based on hours worked and accumulated since the last date of hire. Part-time nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid equals one (1) year of seniority and service.
- Seniority for casual part-time nurses shall be based on hours worked and accumulated since the last date of hire. Casual part-time nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid equals one (1) year of seniority and service. Seniority shall apply only for the purposes of job-postings.
- 9.02 (a) A newly hired full-time nurse must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly hired regular part-time nurse must complete a probationary period of four hundred and 50 (450) hours worked, or six (6) calendar months, whichever occurs first.
- (c) A newly hired casual part-time nurse must complete a probationary period of three hundred and sixty (360) hours worked or eight (8) calendar months, whichever occurs first.
- 9.03 The Employer shall post a seniority list of nurses covered by this Collective Agreement in a prominent place in January and July of each year and before any layoff, and shall forward two copies to the Secretary of the Local Union. Seniority for regular part-time and casual part-time nurses shall be expressed in hours worked since the date of last hire. Seniority for full-time nurses shall be expressed as last date of hire and years of service
- 9.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) when in receipt of illness allowance;

- (d) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the employer;
- (e) when on pregnancy or parental leave, during which seniority hours shall accumulate at the same rate as during the six (6) months prior to the commencement of the leave;
- (f) throughout the period of a leave for the purposes of being a Provincial Classifier or Inter Rater Reliability Testor.

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

9.05 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) when on an approved leave of absence without pay not provided for in 9.04 (b) above;
- (b) when absent due to layoff for a period of thirty (30) calendar months;

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

9.06 The nurse's seniority rights shall cease to exist and the nurse shall be deemed to have terminated her or his employment with the Employer if the nurse:

- (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 thirty-six (36) 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 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*.

- 9.07
- (a) In the case of a vacancy which is not covered by Article 9.08 and which the Employer intends to fill, or when a new position within the bargaining unit is established by the Employer, the Employer will post notice of the vacancy for ten (10) calendar days, prior to filling the position, in order that any interested nurse may apply. A copy of such notice shall be sent to the Nurse Representative. Before advertising the position externally, the Employer shall interview all members of the bargaining unit who apply. Should there be no applications the Employer may hire a new nurse from outside the bargaining unit. The Employer shall post the name of the successful applicant within four calendar days of filling the position.
 - (b) A nurse who will be absent on vacation or leave of absence may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
 - (c) The Employer may fill any such vacancy or position temporarily while observing the procedure set forth herein until such time as a successful candidate has been chosen.
 - (d) The job posting requirements apply, prior to the exercise of recall rights by laid off nurses and notwithstanding the existence of layoff notices.
 - (e) A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her or his selection.
 - (f) Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Home will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- 9.08
- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new nurses from outside the Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses 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 nurse who is awarded a temporary full-time position shall be deemed to retain her or his part-time status.
 - (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
 - (d) The nurse shall have the right to return to her former position upon return of the nurse whose position she is filling.
- 9.09
- In all cases of postings or appointments, the following factors shall be considered by the Employer:

- (a) skill and ability;
- (b) seniority.

When the factors in (a) are relatively equal, factor (b) shall govern.

9.10

Layoff and Recall

- (a) All cases of layoff and recall shall be governed as follows:
 - i) nurses shall be laid off in accordance with their seniority based on an integrated seniority list of all hours paid since date of last hire, and shall be recalled in order of seniority in accordance with the same list, providing that the nurses are qualified, willing, and able to do the necessary work. It is understood and agreed that throughout the bumping procedure the first to be laid off are probationary nurses, followed by those who work casual or relief shifts.
 - ii) nurses who remain available and work during a layoff period will be offered temporary vacancies with greater work commitment prior to recalling a nurse from home.
- (b) In the event of a layoff intended to be of a permanent or long term nature (that is, thirteen (13) weeks or more) the Employer will:
 - i) Provide the Union with sixty (60) days notice;
 - ii) Meet with the Union to review the following:
 - A) the reasons causing the layoff;
 - B) the services which the Employer will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the nurses to be laid off.
- (c) The sixty (60) days' notice required under (b) above shall not apply in cases where layoff(s) must be done on short notice due to circumstances beyond the control of the Employer.
- (d) No new nurse will be hired nor will agency nurses be used when there is a nurse on layoff who is available and willing to perform the available work.
- (e) Termination and severance pay shall be in accordance with the *Employment Standards Act*.

9.11

Positions Outside the Bargaining Unit

- (a) A nurse who substitutes temporarily in a position outside the bargaining unit shall be covered by the collective agreement for the duration of the assignment. Bargaining unit nurses shall be given the first opportunity to fill the resulting vacancy.

- (b) A nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three (3) months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the nurse return to the bargaining unit, all other nurse(s) shall revert to their previous positions.

9.12 Credits accumulated under this Agreement, including vacation entitlement, seniority, position on the salary grid, shall be retained and transferred with the nurse if she or he changes her or his status from part-time to full-time and vice versa, unless otherwise specified herein. Sick leave credits not used at the time of a transfer to part-time shall be frozen, and reinstated if the nurse returns to a full-time position.

9.13 A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice versa. A nurse whose status is changed from full-time to part-time shall receive credit for her or his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

ARTICLE 10 – PERSONNEL FILES

10.01 Letters of discipline shall be removed from a nurse's file eighteen (18) months following the receipt of such letters provided that the nurse's disciplinary record has remained discipline free over the twelve (12) month period.

10.02 The Employer will accommodate reasonable requests for copies of records of discipline in a nurse's file.

10.03 Once a year upon request, a nurse may review the contents of her or his personnel file, other than the material related to a current dispute, in the presence of the Supervisor, or her or his designate. The nurse may request that a union representative review the file with her or him, and such a request shall not be denied.

10.04 A copy of any completed performance appraisal which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall sign 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. A copy of the appraisal will be provided to the nurse at the time it is placed in her or his file.

ARTICLE 11 – LEAVE OF ABSENCE

11.01 The Employer may grant a leave of absence without pay to any nurse for a legitimate reason provided the nurse provides four (4) weeks written notice to the Employer. In case of emergency, less than four (4) weeks' notice may be accepted. Legitimate reasons shall include medical reasons, personal reasons, educational leave, leave to act as a Provincial Classifier or Inter Rater Reliability Testor, and any other acceptable reason. The request shall include the commencement date of the requested leave of absence, the expected date of return to work, and the reason for the request.

11.02 (a) Local Union Leave

Leaves of absence without pay for Union business up to an aggregate bargaining unit total of thirty (30) days during each twelve (12) month term of this Agreement will be granted provided at least four (4) weeks advance notice, where possible, is given to the Employer prior to the expected date of the commencement of such leave of absence. A request for such leave shall not be unreasonably denied. The nurse shall continue to accrue seniority and service during such leave of absence. The nurse's salary shall be maintained by the Employer, and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Union within a reasonable period of time.

(b) Leave of Absence to Serve on the Board of Directors of the Ontario Nurses' Association

A nurse, 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. The nurse shall continue to accrue seniority during such leave of absence. During such leave of absence, the nurse's salary and benefits or percentage-in-lieu of benefits, as applicable, shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits or percentage-in-lieu of benefits, as applicable.

(a) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority for a nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation.

(d) Leave of Absence to Serve as Local Co-ordinator of the Ontario Nurses' Association

A nurse who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for a Local Coordinator shall be separate from the Union Leave provided under 11.02 (a) above. The nurse shall continue to accrue seniority and service during such leave of absence. The nurse's salary shall be maintained by the Employer, and the Local Union agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Union within a reasonable period of time.

- (e) It is understood that, should E.H.T. be switched to a premium-based financing method there will be no obligation to reimburse the Employer for that cost during leaves of absence under (b) and (c) above.

(f) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee 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. 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 two (2) 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.

11.03 Compassionate Leave

- (a) Upon the death of a nurse's spouse (spouse to include same sex partner), parent, child or stepchild, a nurse shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three (3) of which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral, **memorial service or equivalent** provided that the nurse must be regularly scheduled to work such days to receive pay. Effective April 1, 2013 a nurse shall be granted bereavement leave of up to four (4) days. Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two

(2) occasions, not exceeding three (3) days in total (four (4) days as of April 1, 2013) in order to accommodate religious and cultural diversity.

- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (d) A nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) A nurse will not be eligible to receive payment for any period in which she is receiving any other payments; for example, holiday pay, or sick pay.
- (f) Where it is necessary, because of distance, the nurse may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.04

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible, the nurse 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 nurse 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 nurse shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (d) A nurse newly hired to replace a nurse who is on approved pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The nurse shall be credited with hours worked towards the probationary period provided in Article 9.02 to a maximum of four hundred and fifty (450) hours.
- (e) On confirmation by the Employment Insurance Commission (EI) of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, a nurse who is on pregnancy leave, who has completed five (5) months of continued service and who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit (SEB). That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefit and any other earnings. Such payment shall commence following completion of the applicable EI waiting period, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. A full-time nurse's regular weekly earnings shall be determined by multiplying the normal full-time hours as

defined herein by the nurse's regular hourly rate on her last day worked prior to the commencement of the leave. A part-time nurse'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 averaged over the same time period used for calculation of the Employment Insurance benefit. Such supplemental payment will be paid biweekly.

The nurse does not have a vested right except to receive payments for the covered unemployment period. The Plan provides that payments with 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.

- (f) The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

11.05

Parental Leave

- (a) A nurse who becomes a parent of a child and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. In cases of adoption, the nurse shall give notice to the Employer in accordance with the *Employment Standards Act*.
- (b) A nurse who has taken a pregnancy leave under Article 11.04 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities.
- (c) The nurse shall be reinstated to her or his former position, unless her or his former position has been discontinued, in which case she or he shall be given a comparable job.

A nurse newly hired to replace a nurse who is on approved parental leave shall be subject to the terms of Article 11.04 (d).

- (d) On confirmation by the Employment Insurance Commission (EI) of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, a nurse who is on parental leave, who has completed five (5) months of continued service and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit (SEB). That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefit and any other earnings. Such payment shall commence following completion of the applicable EI waiting period and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. A full-time nurse's regular weekly

earnings shall be determined by multiplying the normal full-time hours as defined herein by the nurse's regular hourly rate on her last day worked prior to the commencement of the leave. A part-time nurse'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 averaged over the same time period used for calculation of the Employment Insurance benefit. Such supplemental payment will be paid biweekly.

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

- (e) The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the leave in addition to pension contributions if applicable.

11.06 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of her or his regular schedule during which she or he is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to him/her for such service or attendance to the Employer, and presents proof of service requiring her or his attendance.

A nurse shall not be required to attend work on those days, or the preceding night shift, on which she or he is fulfilling the above commitment.

11.07 Professional and Educational Leaves

- (a) Leave of absence with pay or without pay may be granted to nurses to attend professional and educational meetings, courses, or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Employer. Selection of nurses shall be made on an equitable basis from those full-time and part-time nurses who apply to attend such programs.
- (b) Where a nurse is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such nurses for the time off from work as the result of attending the course.
- (c) Professional Leave without pay may be granted by the Employer to nurses who are elected or appointed to the College of Nurses to attend their regularly scheduled meetings.
- (d) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours

for the purpose of taking exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of the leave will include a scheduled night shift that extends into the day of the examination and any scheduled shift commencing on the day of the examination.

Such leave will be granted in accordance with Article 11.01

11.08 A nurse who returns to work as scheduled at the end of an approved leave of absence shall have the right to return to her or his former position unless the position has been discontinued, in which case she or he shall be given a comparable job.

11.09 Pre-Paid Leave Plan

The Home agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Chief Nursing Executive or Supervisor at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Union and the Home.
- (d) Written applications will be reviewed by the Chief Nursing Executive, Supervisor or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.

- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Nursing Home Related Industries Pension (NHRIP) will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Chief Nursing Executive or Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- (l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Hospital in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - ii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Home to enter the pre-paid leave program will be appended to and form part of the written agreement.

NOTE: The local parties may agree to a time frame that is different from that referenced in (a) above, in which case the provisions of this article will apply with the necessary changes.

ARTICLE 12 – PAID HOLIDAYS

12.01 (a) After the completion of her or his probationary period, each full-time nurse who qualifies according to the criteria found in Article 12.02 shall be entitled to the following statutory holidays. For such holidays, qualified nurses shall be paid at their regular rate for up to seven and one-half (7 ½) hours.

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

(b) Part-time nurses who would otherwise qualify shall be entitled to the ten (10) paid holidays but not the one (1) floating holiday or Family Day.

12.02 In order to qualify for the above holidays, a nurse must:

- (a) have successfully completed her or his probationary period or have worked three (3) months, whichever comes first;
- (b) have completed her or his last scheduled shift before the holiday and her or his first scheduled shift after the holiday, or have been excused in writing by her or his Supervisor;
- (c) report for and perform her or his work on the holiday if she or he agreed to work that day.

12.03 When a nurse who qualifies for a paid holiday under 12.02 works on the paid holiday, she or he will:

- (a) be paid at the rate of one and one-half (1½) times the regular rate for each hour worked; and
- (b) for part-time only, receive holiday pay; or,
- (c) for full-time only, within six (6) weeks before or after the date of the holiday, receive another day off in lieu with pay, on a date that is agreed to between the nurse and the Employer.

12.04 A nurse who does not qualify under Article 12.02 who works on a paid holiday shall be paid at the rate of time and one-half (1½).

12.05 When a statutory holiday occurs on a nurse's regular day off or during the nurse's vacation period, the nurse will receive another day off in lieu with pay, on a date that is agreed to between the nurse and the Employer within six weeks on either side of the holiday.

12.06 A nurse may accumulate up to two (2) days off in lieu of statutory holidays to be taken as a block.

- 12.07 No nurse shall be entitled to holiday pay and sick pay on the same day. If a nurse is ill on a holiday she or he is scheduled to work, she or he shall receive holiday pay and no lieu day.
- 12.08 A nurse may be scheduled to work on Christmas of one (1) year or New Year's the next year, but not on both of these during the same holiday season unless the nurse agrees. If a nurse has worked on Christmas or New Year's, the Employer shall make every effort not to schedule him or her for the same day the following year, unless the nurse agrees. "Christmas" shall include Christmas Eve, Christmas Day and Boxing Day and "New Year's" shall include New Year's Eve and New Year's Day.
- (a) If requested, and operationally feasible, a nurse may be scheduled off for both Christmas and New Years on a rotational basis.
- 12.09 For the purpose of premium payment and earning of a lieu day, a nurse will be considered to have worked on a paid holiday if the majority of hours worked fall on the paid holiday.
- 12.10 Days off in lieu of statutory holidays may be taken in conjunction with vacation.
- 12.11 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive pay for any untaken lieu days which have accrued to her to the date of her or his separation.
- 12.12 If a nurse is authorized to work in excess of the hours referred to in Article 15.01, 15.02(a) or 16.02, he or she shall receive overtime premium of one and one-half (1 ½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.02(a) and 16.02, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 ½) times her or his regular straight time hourly rate. The Home agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Home will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided therein.

ARTICLE 13 – VACATIONS

- 13.01 All full-time nurses shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) A nurse who has completed less than one (1) year of full-time continuous service as of December 31 shall be entitled to a vacation on the basis of

1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.

- (b) A nurse who has completed one (1) or more years of full-time continuous service as of December 31 shall be entitled to an annual vacation of three (3) weeks with three (3) week's pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) A nurse who has completed three (3) or more years of full-time continuous service as of December 31 shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) A nurse who has completed eleven (11) or more years of full-time continuous service as of December 31 shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) A nurse who has completed twenty (20) or more years of full-time continuous service as of December 31 shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) or more years shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay.
- (g) If a nurse works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:

3 week entitlement – 6%
 4 week entitlement – 8%
 5 week entitlement – 10%
 6 week entitlement – 12%
 7 week entitlement – 14%

13.02

- (a) All part-time nurses shall be entitled to vacation time, based upon the applicable percentage of gross earnings, provided in accordance with the vacation entitlement of full-time nurses:

up to 3 weeks = 6%
 up to 4 weeks = 8%
 up to 5 weeks = 10%
 up to 6 weeks = 12%
 up to 7 weeks = 14%

Part-time nurses shall receive vacation entitlement based on 1500 hours = 1 year of service.

- (b) For the purpose of vacation entitlement, service for a nurse whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time nurse employed by the home

and accumulated on a continuous basis. For the purpose of this Article 1500 hours of part-time service shall equal one year of full-time service and vice versa.

- (c) Vacation pay for regular and casual part-time nurses shall be paid on each pay-checke.

13.03 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation.

13.04 Scheduling

- (a) Vacations may be taken at any time of the year provided adequate staffing of the Home can be maintained. Vacations may not be taken during the period between December 15th and January 8th.

- (b) i) No later than March 1st each year, the Employer shall post a blank vacation working calendar for the following twelve (12) months. Nurses may indicate their preferred vacation periods up to and including April 1st. The approved vacation schedule shall be posted no later than April 15th.

iii) In cases of conflict, seniority shall be the governing factor with respect to the scheduling of vacations. A nurse who fails to submit a vacation request by April 1st shall lose the right to exercise seniority rights in this matter.

iii) Once posted, the vacation schedule shall not be changed except by agreement between the Employer and the nurse(s) involved.

iv) Requests submitted after the deadline will be considered on an individual basis, on a first-come-first-served basis.

- (c) One week of vacation shall be defined as seven (7) consecutive calendar days.

- (d) Vacation may commence on any day of the week.

- (e) Nurses may request single vacation days. Such requests shall not be unreasonably denied.

13.05 A nurse whose scheduled vacation is interrupted due to bereavement, jury duty or witness duty shall be entitled to bereavement, jury duty or witness duty leave in accordance with Article 11.03. The portion of the nurse's vacation which is deemed to be bereavement, jury duty or witness duty leave under this provision will not be counted against her or his vacation credits.

13.06 Notwithstanding any other provision of the Collective Agreement or policy, the Employer may grant a special request from an employee to carry over a maximum of five (5) vacation days into the next year. The employee shall specify in her request to the Employer the purpose for which she is seeking the carryover. The nurse will make such request by April 1st as for other vacation requests.

ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN

- 14.01 The Employer will allow full-time nurses who have completed their probationary period to accumulate sick day credits at the rate of one (1) per month to a maximum of fourteen (14) days in order to provide for occasional absences due to illness.
- 14.02 After nurses have completed the required probationary period, they will be credited with three (3) days of sick leave. Further credits will accumulate at the rate of one (1) per month to a maximum of fourteen (14) days.
- 14.03 The weekly indemnity plan will come into effect starting on the seventh (7th) day of illness or on the first (1st) day of an accident or hospitalization.
- 14.04 Sick leave credits may be used to supplement weekly indemnity payments as outlined in the weekly indemnity policy.
- 14.05 The Employer does not provide payout for unused sick leave credits to nurses who are terminated, resign or retire.
- 14.06 A nurse may be required to produce proof of illness or injury in the form of a medical certificate from a qualified medical practitioner for any absence. When the Employer requires a medical certificate, the Employer will bear the cost.
- 14.07 Nurses will advise their immediate supervisor no later than ~~two (2)~~ **three (3)** hours in advance of the time they are supposed to report for work if they are ill and unable to attend.
- 14.08 Weekly Indemnity
- The weekly indemnity plan covers nurses for up to seventeen (17) weeks against absence from work due to illness. The plan provides for two-thirds (2/3) of the nurse's regular weekly wage to a maximum of \$1,000.00 per week. The plan starts on the seventh (7th) day after an illness or on the first (1st) day of an accident or hospitalization.
- 14.09 Documentation may include a letter from the nurse's physician, hospital or other medical related source. A nurse may also be required to provide documentation to indicate that they are able to return to work after an illness.
- 14.10 Long Term Disability
- The existing LTD Plan will remain in effect. Nurses shall participate in this Plan in accordance with its terms.
- 14.11 Income Protection Pending Approval of a WSIB Claim
- A nurse who is absent from work as a result of illness or injury sustained at work, and whose claim for benefits from the Workplace Safety and Insurance Board (WSIB) has not yet been approved after the lapse of two (2) calendar weeks from the date of reporting her claim to the Employer, may use her or his sick leave credits. When the nurse's banked credits have been exhausted, if approval of her claim is still pending, she or he may submit a claim for weekly indemnity benefits. Any payments under this clause shall be equal to the lesser of the benefits she

would receive from WSIB or the benefit she would be entitled under the sick leave credits or the weekly indemnity. Payment will be retroactive to the first date of absence and the nurse will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the WSIB. If the WSIB does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the nurse would be entitled under the sick leave credits or the weekly indemnity plan. Any payment under this provision may continue until the nurse has exhausted her sick leave credits or weekly indemnity.

- 14.12 A full-time or regular part-time nurse returning to work from illness or injury shall be provided with suitable accommodation if medically required, in accordance with applicable legislation. If accommodation is not required, the nurse shall be returned to her former position unless it has been discontinued, in which case she or he shall be given a comparable job.

ARTICLE 15 – HOURS OF WORK

- 15.01 Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 15.02 (a) The normal shift shall be composed of seven and one-half (7½) consecutive hours exclusive of a meal period. The normal bi-weekly hours for a full-time nurse shall be seventy-five (75) hours.
- (b) There will be a one-half (½) hour unpaid meal period during each nurse's shift.
- 15.03 There shall be a paid fifteen (15) minute rest period during each half (½) shift.
- 15.04 Scheduling
- (a) The first shift of the day shall be the day shift.
- (b) There shall be no split shifts.
- (c) Schedules will be posted three (3) weeks in advance for a four (4) week period. A nurse may request a change in her normal schedule by submitting a written request to her immediate supervisor at least one (1) week in advance of the date on which the schedule is to be posted.
- (d) There shall be a minimum of sixteen (16) hours off between the conclusion of a scheduled shift and the start of the nurse's next scheduled shift unless waived in writing by the nurse.
- (e) A nurse shall not be scheduled for or work more than seven (7) consecutive days.
- (f) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the nurse willing to exchange shifts. The request for such change shall be subject to approval by the immediate supervisor, which shall not be unreasonably withheld.

- (g) A weekend is defined as fifty-six (56) consecutive scheduled hours off during the period following the completion of the nurse's Friday shift until the commencement of the nurse's Monday shift.
 - (h) A full-time or regular part-time nurse shall be scheduled every second weekend off, unless the nurse agrees otherwise.
 - (i) The Employer shall endeavour not to change schedules once posted.
 - (j) Full-time and regular part-time nurses shall continue to be scheduled on fixed shifts.
 - (k) The Employer shall continue to schedule full-time and regular part-time nurses using the standard schedule in effect as of April 19, 2000.
- 15.05
- (a) The Employer agrees to schedule regular part-time nurses to work the days off of a full-time nurse (buddy system).
 - (b) When extra tours become available due to vacations, illness, leave of absence, etc. prior to the posting of the schedule, they will be offered to the buddy part-time nurses.
Part-time and casual nurses will give the Employer their availability not less than one (1) week prior to the posting of the schedule
 - (c) Once the buddied nurse has been given the opportunity to work the number of tours she wishes, or is in an overtime position, the Employer will endeavour to offer the remaining available tours equitably among regular part-time nurses who have not worked and/or are scheduled to work less than seventy-five (75) hours in the bi-weekly pay period. Additional shifts shall not be offered to casual part-time nurses until all regular part-time nurses have been offered the opportunity to work the shift. Agency nurses shall not be used to fill additional shifts unless no regular part-time or casual part-time nurse is available and willing to work the shift.

ARTICLE 16 – PREMIUM PAYMENT

- 16.01
- (a) Nurses shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay for all hours worked in excess of seven and one-half (7½) hours per day as well as for all time in excess of seventy-five (75) hours in a two (2) week pay period. This does not apply when a nurse voluntarily requests a change in shifts or exchanges a shift or shifts with another nurse.

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.
 - (b) A nurse shall be paid double time her or his regular straight time rate for all work performed in excess of seven and one-half (7½) hours on any shift for which she or he receives time and one-half (1½) her or his regular straight time rate.

- 16.02 It is understood that at the end of each shift there will normally be additional time required for reporting which shall be considered as part of the normal daily shift and for which no compensation shall be payable unless the time required exceeds fifteen (15) minutes, in which case, the nurse shall be paid a minimum of fifteen (15) minutes overtime.
- 16.03 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 16.04 If a nurse reports for work at the regularly scheduled time and no work is available, such nurse will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the nurse has not previously received notification orally or in writing not to report.
- 16.05 Where call-in is requested within one (1) hour of the starting time of the shift and the nurse commences work within one (1) hour of the call, then the nurse will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 16.06 If a nurse's scheduled shift is changed with less than twenty-four (24) hours' personal notice from the starting time of the scheduled shift, she or he will receive four (4) hours' pay.
- 16.07 A full-time nurse who is called into work for a full or a partial shift on her days off shall receive time and one-half (1½) her or his regular straight time rate for all hours worked, with a minimum guarantee of four (4) hours' pay at one and one-half (1½) times her or his appropriate rate.
- 16.08 A nurse who works a second consecutive shift shall be entitled to the normal rest periods and meal period. The Employer shall provide the nurse with a hot meal if possible or with a five-dollar (\$5.00) meal allowance if a hot meal cannot be provided.
- 16.09 If a full-time or regular part-time nurse is required to work on a second consecutive weekend in violation of Article 15.04 (h), she or he will receive time and one-half (1½) for all hours worked on that weekend and for any time worked on subsequent weekends until the nurse is scheduled off and not required to work for a full weekend, save and except where:
- (a) such weekend work has been performed by a nurse to satisfy specific days requested by the nurse; or
 - (b) the nurse has requested weekend work; or
 - (c) such weekend work is worked as a result of an exchange of shifts with another nurse; or
 - (d) in the period December 15th to January 8th and during the months of July and August.

16.10 A nurse shall be paid a shift premium as follows;

where the majority of the shift hours fall between fifteen hundred (1500) hours and twenty-three hundred (2300) hours: two dollars and fifteen cents (\$2.15) per hour.

(a) Effective April 1, 2017 - where the majority of the shift hours fall between fifteen hundred (1500) hours and twenty-three hundred (2300) hours: two dollars and twenty-five cents (\$2.25) per hour.

A nurse shall be paid a shift premium as follows:

where the majority of the shift hours fall between twenty-three hundred (2300) hours and seven hundred (0700) hours: two dollars and fifty-five cents (\$2.55) per hour.

(b) Effective April 1, 2017 - where the majority of the shift hours fall between twenty-three hundred (2300) hours and seven hundred (0700) hours: two dollars and sixty-five cents (\$2.65) per hour.

16.11 A nurse shall be paid weekend premium of two dollars and seventy cents (\$2.70) per hour for all hours worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday.

Effective April 1, 2017, a nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for all hours worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday.

ARTICLE 17 – MISCELLANEOUS

17.01 The Employer shall provide a bulletin board in the Medications Room of each floor for the sole use of the Union.

17.02 A copy of this Agreement, in a mutually agreed form, will be issued to each nurse now employed and to each nurse newly hired. The cost of printing this Agreement shall be shared equally between the Union and the Employer.

17.03 Pay will be issued by a direct deposit payroll system which will ensure that each nurse's wages are paid directly into her or his personal account in the institution of her or his choice on the applicable Thursdays on a bi-weekly basis. In the event that the Employer is unable to meet the requirements of the direct deposit system, a manual cheque will be available for each nurse on the applicable Thursday. A nurse leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

17.04 Each nurse shall keep the Employer informed of changes to relevant employment information including bank account number, telephone number and address.

17.05 A nurse required by statute to undergo a medical examination may choose to be examined by her or his personal physician.

17.06 The Employer shall continue its practice of not requiring nurses to wear uniforms.

17.07 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act, 2000* and leaves under Article 11 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 18 – BENEFITS AND INSURANCE

18.01 The Home agrees, during the term of the Collective Agreement, to contribute 100% of the premium coverage of participating eligible nurses in the active employ of the Home under the Group Life and Health Benefits (excluding LTD) subject to their respective terms and conditions including any enrolment requirements. The Employer will make the following improvement to the Health Benefit Plan coverage:

- a) Effective April 1, 2011, \$400/person annually, including dependents, for registered massage therapy treatments.

18.02 The *Group Life and Health Benefits for ONA Union Employees* booklet is attached to this Collective Agreement as Appendix "C", and forms part of this Agreement. Any dispute over entitlement to or the amount of benefits payable will be dealt with by the nurse directly with the insurance carrier. The Employer agrees to make its best effort to assist in resolving disputes over entitlement.

18.03 Notwithstanding a nurse's absence on any leave, and unless specified otherwise, the Employer shall continue to pay the premiums for Group Benefits for the following periods:

- (a) while the nurse is awaiting approval of or in receipt of benefits from the WSIB for an injury or illness incurred while in the employ of the Employer;
- (b) while the nurse is absent from work due to any other illness or injury, with or without pay, for a maximum of seventeen (17) weeks;
- (c) while the nurse is absent on pregnancy or parental leave, in accordance with the *Employment Standards Act*.
- (d) while the nurse is absent on any other leave without pay, to the end of the first full calendar month following the date of commencement of the leave.

If a nurse's leave of absence continues beyond the periods specified above or elsewhere in this Agreement, the nurse may continue coverage for any benefits in which she was enrolled at her own expense.

- 18.04 The Employer may substitute another carrier for any of the Group Benefits (other than Employer Health Tax) provided that the level of benefits conferred thereby is not decreased. The Employer shall advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing such change.
- 18.05 The Employer shall continue to pay the Employer Health Tax (E.H.T.).
- 18.06 The Employer shall provide to each nurse and to the Union a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto.
- 18.07 Upon request from the Union, the Employer shall provide a copy of the master policy for benefits included in this Collective Agreement.
- 18.08 The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.04 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 11.05 provided the employee continues to pay her share of the premiums.
- 18.09 Semi private hospital insurance, dental benefits and extended health care benefits will be extended to active full-time nurses from the age of 65 and up to the nurse's 70th birthday, on the same cost share basis as applies to those nurses under the age of 65.
- 18.10 The Employer will provide to all employees who retire on or after April 1, 2009 and have not yet reached age 65, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Employer the full amount of the monthly premiums, in advance.

ARTICLE 19 – RETIREMENT INCOME PLAN

19.01 The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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.

- 19.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to five percent (5%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being five percent (5%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

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

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

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

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

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

The 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:

(a) 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).

(b) To be Provided with each Remittance

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

(c) To be Provided Once, and if Status Changes

Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
Termination date when applicable

(d) To be Provided Once, if they are Readily Available

Gender
Marital Status

- 19.06 An allegation of non-payment of pension contributions may be subject to grievance and is arbitrable.
- 19.07 Employees may make additional voluntary contributions through payroll deduction to the existing self-directed Registered Retirement Savings Plan 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.
- 19.08 Where legislation or the Plan prohibits an employee from contributing to a RRSP because of age, an amount equivalent to the deductions in Article 19.01 will be directed to a Mutual Fund of the employee's choice.

ARTICLE 20 – PROFESSIONAL RESPONSIBILITY

- 20.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses, such that she or he or they have cause to believe that she or he or they are being asked to perform more work than is consistent with proper resident care, she or he or they shall:
- (a) i) Complain in writing to the Supervisor within five (5) calendar days of the alleged improper assignment. The Chairperson of the Union-Management Committee shall convene a meeting of the Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) 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 (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen from a panel of four (4) 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.
 - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its recommendations, in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
 - (b) i) The list of the Assessment Committee Chairpersons is attached as Appendix "B" and forms part of this Agreement.

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 expended by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 21 – ORIENTATION AND IN-SERVICE

- 21.01 It is agreed that orientation and in-service programmes will be provided to all nurses. These programmes shall be reviewed and updated from time-to-time by members of the Union-Management Committee.

A newly employed nurse shall be entitled to orientation and shall not be placed in charge until she or he has been fully oriented to the workplace, and to the area

where she or he will be working, and to all in-charge duties. A refresher in-service on in-charge duties shall be provided in January of each year.

21.02 The following minimums are to be observed in the orientation of a nurse:

- (a) She or he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses;
- (b) A period of orientation shall be not less than two (2) days on the day shift, and if the nurse is employed to work on another shift, she or he will also receive not less than one (1) shift of orientation on the shift she or he is to work.
- (c) She or he shall be an additional nurse to the usual staffing pattern;
- (b) The nurse or nurses involved in the orientation will confirm that it has been completed. This will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to add comments to her file.

21.03 The in-service education program shall be based on the following principles:

- (a) Education needs may be suggested by the nurses.
- (b) It shall be a planned program to update nurses as to changes in procedures or practices.
- (c) The Employer will provide appropriate training concerning changes in technical methods and nursing practices in providing professional care where additional knowledge or skill is required on the part of the nurses.

21.04 (a) Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Practice Guidelines – Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Employer will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students. This article will not apply to job classifications that are paid above the Registered Nurse Classification rates set out in Article 20.01 where the higher rate of pay is, in part, based on nursing student supervision duties.

- (b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

(c) Mentorship

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Employer will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Employer will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Employer will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Employer selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

The Employer will pay the nurse for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to her or his regular salary and applicable premium allowance.

NOTE: See Appendix E, Letter of Understanding re Mentorship Guidelines

ARTICLE 22 – COMPENSATION

- 22.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached hereto and forming part of this Agreement.
- 22.02 All terms and conditions shall be effective from the date of ratification or release of an award, as applicable, unless otherwise specified. All retroactivity shall be paid within two (2) weeks following the date of the ratification or award as applicable. Retroactivity shall be paid out on a separate itemized cheque.
- 22.03 A Graduate Nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario in accordance with Article 2.02 shall be given the salary of the Registered Nurse as provided in this Article as of the date that she or he presents such proof to the Employer.

A Registered Nurse is required to present to the Employer before February 15th of each year her or his current Certificate of Competence. This deadline shall be extended for satisfactory reasons.

- 22.04 A Graduate Nurse shall be paid forty cents (40¢) per hour less than the Registered Nurse rate corresponding to her appropriate placement on the grid, but at no time shall she or he be paid higher than first year rate on the grid.
- 22.05 (a) The Employer will recognize related nursing experience of newly hired nurses on the basis that for every one (1) year of such experience, the nurse will receive one (1) annual increment up to the maximum on the salary grid. It shall be the responsibility of the newly hired nurse to provide reasonable proof of related experience in order to be considered for a salary increment. If she or he does so within three (3) weeks of her or his start date, she or he shall be paid at the appropriate rate retroactive to date of hire; otherwise, placement at the appropriate level on the grid shall be effective as of the first day of the first pay period following submission of proof of entitlement. The Employer shall advise the nurse of this requirement upon advancing an offer of employment.
- (b) An annual increment shall be paid on each full-time nurse's anniversary date of employment subject to Article 9.04, or after each fifteen hundred (1500) hours paid in the case of a regular part-time or a casual part-time nurse.
- 22.06 The percentage in lieu of benefits for part-time and casual part-time nurses who do not participate in the benefit plans shall be thirteen percent (13%), or eight percent (8%) if the nurse participates in the R.R.S.P. The percentage-in-lieu included in Appendix "A" (Salary Schedule) is paid in-lieu of all fringe benefits, being those benefits to a nurse paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, shift differential, weekend premium, responsibility allowance, court attendance, reporting pay, bereavement leave, and standby pay, where such compensation has been provided in this Collective Agreement.
- 22.07 The Employer may establish new classifications within the bargaining unit. If a new classification is established or the responsibilities of a current position are significantly changed, the Employer shall advise the Union of the classification title and proposed wage rate prior to putting it into effect. If the Union so requests within ten (10) days after notification, the Employer shall meet with the Union to discuss the appropriate rate. Such new classifications and wage rates will be subject to the grievance procedure and arbitration.
- 22.08 Effective on ratification, a nurse designated to be in charge shall receive two dollars (\$2.00) per hour for all evening or night shifts worked Monday through Friday and for all shifts worked from 2400 hours Friday through 2400 hours Sunday, in addition to her or his regular salary and applicable premium allowance. The Employer shall designate such nurses.
- Effective April 1, 2017, a nurse designated to be in charge shall receive two dollars (\$2.00) per hour for all evening or night shifts worked Monday through Friday and for all shifts worked from 2400 hours Friday through 2400 hours Sunday, in addition to her or his regular salary and applicable premium allowance. The Employer shall designate such nurses.

ARTICLE 23 – RETIREMENT

- 23.01 The normal retirement age for nurses is sixty-five (65) years of age. A nurse may submit a written request to continue in her or his position past the age of sixty-five (65). The Employer will consider such a request.

ARTICLE 24 – DURATION

- 24.01 This Agreement shall be effective from April 1, 2016 until March 31, 2018, and thereafter shall be automatically renewed and shall remain in force from year to year from its expiration date unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 24.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

DATED AT TORONTO, ONTARIO THIS 23 DAY OF October, 2017.

FOR THE EMPLOYER

"William Krever"

"Dawn Morton"

FOR THE UNION

"Karen Todkill"

Labour Relations Officer

"Jennifer MacEachern"

Bargaining Unit President

"Lynette Budhu"

APPENDIX "A"**SALARY SCHEDULE****REGISTERED NURSE - FULL-TIME AND PART-TIME:****Effective April 1, 2016**

	<u>Hourly Rate</u>	<u>Hourly Rate + 8% in lieu</u>
Start	31.45	33.97
1 Year	31.91	34.46
2 Years	32.45	35.05
3 Years	34.04	36.76
4 Years	35.65	38.50
5 Years	37.66	40.67
6 Years	39.68	42.85
7 Years	41.72	45.06
8 Years	44.68	48.25
25 Years	45.47	49.11

The Union reserves the right to negotiate Pay Equity adjustments if appropriate.

Effective April 1, 2017

	<u>Hourly Rate</u>	<u>Hourly Rate + 8% in lieu</u>
Start	32.21	34.79
1 Year	32.36	34.95
2 Years	32.90	35.53
3 Years	34.52	37.28
4 Years	36.15	39.04
5 Years	38.19	41.25
6 Years	40.24	43.46
7 Years	42.30	45.68
8 Years	45.31	48.93
25 Years	46.11	49.80

- Payable to all employees who were in the employ on April 1, 2016 and April 1, 2017, based on their employment status (i.e. either Full-Time, Regular Part-Time or Casual).
- Hours paid for purposes of part-time entitlements are based on paid hours between April 1, 2016 - March 31, 2017 in the first year of the contract and in the second year of the contract, paid hours between April 1, 2017 - March 31, 2018.
- Paid on a separate cheque/deposit and subject to required statutory deductions.

APPENDIX "B"

ASSESSMENT COMMITTEE

1. Carol Anderson
16151 Old Simcoe Road
Port Perry, ON L9L 1P2

2. Claire Mallette
Director, School of Nursing
York University
Rm 313, HNES
4700 Keele Street
Toronto, ON M3J 1P3

3. Donna Rothwell
Senior Consultant
Healthtech Consultants
56 Carriage Road
St. Catharines, ON L2P 1T1

4. Leslie Vincent
716 Windermere Ave.
Toronto, ON M6S 3M1

APPENDIX "C"**GROUP LIFE & HEALTH PLAN (ONA UNION EMPLOYEES)**

(Booklet to be attached)

Effective April 1, 2017, the Employer will provide Vision Care in the amount of four hundred and fifty dollars (\$450) some or all of which may be spent on eye examinations for employees and eligible family members every twenty four (24) months. Coverage may include laser surgery.

Effective the date of ratification, the employer will provide coverage for Hearing Aides to in the amount of \$600.00 each consecutive three year period. Effective April 1, 2017, the employer will provide coverage for hearing aids in the amount of \$700.00 each consecutive three year period.

Effective on ratification, dental coverage to include crowns bridgework implants and repairs to same.

APPENDIX "D"

Re: Workplace Safety & Insurance Board (WSIB & Reinstatement)

- (a) In accordance with the Occupational Health & Safety Act, the Employer will notify the Union of the names of all nurses who go off work due to a work related injury.
- (b) The Employer agrees to provide the employee with a copy of the Workplace Safety & Insurance Board (WSIB), Form 7 at the same time as it is sent to the Board.
- (c) When it has been medically determined that an employee is unable to return to her former position due to a permanent disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (d) When the Employer is to meet with an employee about her return to "Work Hardening light duties" the employee shall be advised of their right to union representation.
- (e) The Union will be given copies of all "Return to Work Programs".

DATED AT TORONTO, ONTARIO THIS 23 DAY OF October, 2017.

FOR THE EMPLOYER
"William Krever"

"Dawn Morton"

FOR THE UNION
"Karen Todkill"

Labour Relations Officer
"Jennifer MacEachern"

Bargaining Unit President
"Lynette Budhu"

APPENDIX “E”

MENTORSHIP GUIDELINES

“Mentorship” is addressed in Article 21.04 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

Definition

- ❑ Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.
- ❑ Mentorship involves a three-way arrangement between the home, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
 - ❑ time limited,
 - ❑ focused on goal achievement, and
 - ❑ unique to each mentorship experience.
- ❑ The home, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- ❑ Supervising the activities of students.
- ❑ Providing guidance and advice to members of the multi-disciplinary health care team. Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.
- ❑ Orientation to the organization or general functioning of the unit. This may include activities such as:
 - ❑ WHIMIS training, the fire lecture, equipment location, generic home policies, introduction to staff and the general layout of the unit etc.
- ❑ The employer’s historical use of titles or terms does not define a mentor. We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or long term care workplaces.

Key Elements

- ❑ A mentorship relationship includes the nurse doing the mentoring to:

- ❑ plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
 - ❑ assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
 - ❑ assist the nurse being mentored to effectively meet patient care needs;
 - ❑ be responsible for the management of learning for the nurse being mentored;
 - ❑ participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
 - ❑ evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- ❑ It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
 - ❑ The Home will pay the nurse for doing this assigned responsibility [mentoring] a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.
 - ❑ The Home will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

Implementation

- ❑ The Home may implement a mentorship relationship at any time during a nurse's employment when:
 - ❑ the nurse is experiencing difficulty in meeting standards of practice;
 - ❑ the nurse has a competency gap;
 - ❑ one-on-one management of the learning experience from an expert/ experienced nurse will be of assistance.
- ❑ Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the home determines that a nurse requires mentoring.
- ❑ The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.
- ❑ The Home will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the parties. The Home selects and assigns the mentor for a given mentoring relationship.
- ❑ At the request of any nurse, the Home will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- ❑ The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

In addition to the evaluation of the effectiveness of specific mentorship arrangements in relation to pre-established goals and expectations:

- The Committee responsible for addressing professional development issues for nurses will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the home.
- The employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

NOTE: it is mutually understood that these guidelines are “without prejudice” to either parties’ position with respect to the role of a nurse whose job duties normally include responsibility for teaching and/or educating other nurses.

LETTER OF UNDERSTANDING

Between:

**BETTER LIVING ATHOMPSON HOUSE
(hereinafter referred to as the "Employer")**

And:

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

Re: Whistle Blower Protection

Provided a nurse has followed reasonable policies or procedures issued by the Home concerned to protect the Home's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

DATED AT TORONTO, ONTARIO THIS 23 DAY OF October, 2017.

FOR THE EMPLOYER

"William Krever"

"Dawn Morton"

FOR THE UNION

"Karen Todkill"

Labour Relations Officer
"Jennifer MacEachern"

Bargaining Unit President
"Lynette Budhu"

LETTER OF UNDERSTANDING

Between:

**BETTER LIVING AT THOMPSON HOUSE
(hereinafter referred to as the "Employer")**

And:

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

Re: Electronic Grievance Form

The parties agree to utilize an electronic version of the Union grievance form that includes a process for signing of the grievance.

DATED AT TORONTO, ONTARIO THIS 23 DAY OF October, 2017.

FOR THE EMPLOYER

"William Krever"

"Dawn Morton"

FOR THE UNION

"Karen Todkill"

Labour Relations Officer
"Jennifer MacEachern"

Bargaining Unit President
"Lynette Budhu"

LETTER OF UNDERSTANDING

Between:

**BETTER LIVING AT THOMPSON HOUSE
(hereinafter referred to as the “Employer”)**

And:

**ONTARIO NURSES’ ASSOCIATION
(hereinafter referred to as the “Union”)**

Re: Supernumerary Positions

The employer may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. No appointment will be made to a supernumerary position without prior discussion with the Local Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply;
4. Such positions will not be subject to internal postings or request for transfer;
5. Such nurses will be full-time and covered by the full-time collective agreement.
6. Such nurses will be in formal mentorship arrangements;
7. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the local parties may agree;
8. Such nurses will not be permitted to transfer out of the supernumerary position on the unit for the duration of the supernumerary appointment;
9. Such nurses can apply for posted positions after the probationary period is completed but cannot transfer until completion of the supernumerary appointment;

- 10. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be reassigned;
- 11. The Employer bears the onus of demonstrating that such positions are supernumerary;
- 12. The Union will be provided with such information as it may reasonably require regarding each supernumerary each position.
- 13. In the event of a lay-off in the area of assignment of the supernumerary nurse, either the Employer of the Local Union may require that the supernumerary nurse shall be laid off first.

DATED AT TORONTO, ONTARIO THIS 23 DAY OF October, 2017.

FOR THE EMPLOYER
"William Krever"

"Dawn Morton"

FOR THE UNION
"Karen Todkill"

Labour Relations Officer
"Jennifer MacEachern"

Bargaining Unit President
"Lynette Budhu"

