

COLLECTIVE AGREEMENT

Between:

ABLELIVING SERVICES INC.
[hereinafter referred to as the “Employer”]

And:

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

Expiry Date: March 31, 2024

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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 resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by AbleLiving Services Inc. (formerly operating as Participation House, Hamilton & District), in Binbrook, Ontario save and except Co-ordinators and persons above the rank of Co-ordinator.
- 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 nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain their General Certificate of Registration prior to the expiry of their Temporary Certificate. If the nurse fails to obtain their General Certificate of Registration prior to the expiry of their Temporary Certificate of Registration, but in any case not longer than two (2) years from their date of hire, they will be deemed to be not qualified for the position of registered nurse and their employment as a nurse covered by this collective agreement shall be terminated. Such termination shall not be the subject of a grievance.
- A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements.
- 2.04 The word "nurses" when used throughout this Agreement shall mean persons included in the above described unit.
- 2.05 A full-time nurse is a nurse who normally works the full-time hours as defined in this Collective Agreement.
- 2.06 A part-time nurse is a nurse who regularly works less than the full-time hours.

- 2.07 In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except in the event of an emergency situation.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges and recognizes that the management of AbleLiving Services Inc. and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline, and efficiency;
 - (b) hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, discipline, suspend or discharge provided that a claim of discipline, suspension or discharge without just cause may be the subject of a grievance and dealt with as hereinafter provided; the discharge of an employee who has not completed their probationary period may not be the subject of a grievance;
 - (c) determine in the interest of efficient operation and high standards of service, classifications, hours of work, work assignments, methods of doing the work in the working establishment for any service;
 - (d) determine the number of personnel required, service to be performed, and the methods, procedures, and equipment to be used in connection therewith;
 - (e) make, enforce, and alter from time to time rules and regulations to be observed by employees;
 - (f) it is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Union and the Employer agree to abide by the *Human Rights Code*. The Employer will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any nurse by reason of age, sex, marital status, race, creed, colour, political or religious affiliation or other factors not pertinent with respect to employment, or by reason of their membership in or activities on behalf of the Union or any of its affiliated organizations.

4.02 The Employer agrees that no members of Management will seek by interference, restriction or coercion to persuade a nurse not to exercise their rights under this Collective Agreement.

4.03 Return to Work

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

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

4.04 Violence in the Workplace

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

to the Joint Health and Safety Committee for review.

- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure to put in place a warning system for all employees who may be exposed to residents who have a history of violent behaviour. Such a system shall include a method to communicate pertinent information about a resident and associated visitors to all employees.

4.05 Modified Work/Return to Work

- (a) The Employer agrees to provide the Union and the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.

Return to Work Plan

- (b) When it has been medically determined that an employee is ready to return to work, the Employer and the Union will meet with the affected employee and the Manager or designate to create and recommend a return to work plan.
- (c) The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation.

4.06 Where the Employer assigns employees responsibilities including those supervisory responsibilities under the *Occupational Health and Safety Act* (OHSA) Section 25 (2) (a), the Employer will ensure that the employees have received sufficient training to ensure competency under the *OHSA*.

4.07 "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, sexual orientation,

gender identity, gender expression, age, record of offences, marital status, family status or disability". ref: *Ontario Human Rights Code*.

- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by their 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 they have been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, an employee may follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

- 4.08 The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties agree diversity and inclusion is an appropriate discussion for Labour Management. The Labour Management Committee will discuss initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity, and inclusivity for staff.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

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

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following representation:
- (a) Two (2) nurse representatives;
 - (b) A grievance committee of two (2) nurses;
 - (c) A negotiating committee of two (2) nurses. The Union reserves the right to appoint an alternate for either committee member.
 - (d) A labour management committee composed of an equal number of appointed representatives of the Employer and the Union. Meetings of this committee shall be held at the request of either party, but at least every other month. The purpose of this committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained.
- 6.02
- (a) The parties agree to be guided by any applicable Health and Safety legislation that may be in effect in the Province of Ontario from time to time. It is agreed that one member of any such Health and Safety committee shall be a member of the Union.
 - (b) All time spent by a member of the Health and Safety committee attending meetings of the committee during their regularly scheduled hours and carrying out their duties shall be deemed to be work time for which they shall be paid by their Employer at their regular or premium rate as may be proper and they shall be entitled to such time from their work as is necessary.
 - (c) Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.
 - (d) Where an inspector makes an inspection of a workplace under the powers conferred upon them under the *Occupational Health and Safety Act*, the Employer shall afford a committee member representing workers the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof.
 - (e) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
 - (f) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be

made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

- (g) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include responsive behaviours.

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

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

- (h) The Employer shall:

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

When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.

- iii) The Employer will ensure there is an adequate supply of Pandemic PPE. The Employer will advise the JHSC the supply of Pandemic PPE on an annual basis and whenever they are required to advise the government.
- iv) Employees will be fit tested on hire and then on a bi-annual basis or at any other time as required by the Employer, the government of Ontario or any other public health authority.
- v) The Employer will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.

- vi) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- i) A worker shall,
 - i) Work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations,
 - ii) Use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn,
 - iii) Report to their Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger themselves or another worker, and
 - iv) Report to their Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which they know.

j) Injured Workers Provisions

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

k) Infectious Diseases

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

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

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

- l) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
 - Musculoskeletal Injury Prevention,

- Needle Stick Injury Prevention,
- Personal Protective Equipment,
- Training designed to ensure competency under the *Act* for those persons with supervisory responsibilities,
- Employees who regularly work alone or who are isolated in the workplace.

m) Damage to Personal Property

The Employer will provide reimbursement for reasonable repair or replacement of damages incurred to the employee's eyeglasses, contact lenses or other prosthesis, ripped uniforms, or personal clothing, as a result of being assaulted while performing their work.

The employee must report the incident by the end of their shift. The employee will present their receipt to the Employer within seven (7) days after the event. The Employer will reimburse up to a maximum of one hundred dollars (\$100) per incident except for eyeglasses, which shall have a maximum reimbursement of three hundred dollars (\$300).

- n) For any other information required by *OHSA* and its Regulations will be provided as follows; If no one is available to act as the ONA JHSC member, then JHSC committee information will be provided to the ONA Bargaining Unit President (BUP), or if no BUP is available, then the LRO.

6.03 The Union will supply the Employer with names of their representatives and any changes thereto.

6.04 (a) The Union acknowledges that the nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably denied. Each of the nurse representatives and members of the grievance committee shall advise their immediate supervisor when they have returned to their regular duties. The nurse representative or member of the grievance committee shall not suffer a loss of pay or benefits during their regularly scheduled hours while investigating and/or processing a grievance. Only one (1) member in total of both the nurse representatives and the grievance committee shall be allowed to leave their regular duties to investigate and/or process a grievance.

- (b) The members of the negotiating committee shall not suffer a loss of pay or benefits during the committee member's regularly scheduled hours while involved in negotiation meetings with the Employer, up to conciliation. In addition, members of the negotiating committee

who are scheduled to work on the day of negotiations shall not be expected to report for work.

- (c) All joint Employer-Union meetings shall be scheduled where practical, during the employee's regular working hours. The Employer will provide replacement staff where operationally required.

- 6.05 The Union committees shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 6.06 All references to representatives and committee members in this agreement shall be deemed to mean representatives and committee members of the duly chartered local.
- 6.07 It is recognized that a Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct, once monthly, from the pay of each nurse 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 from time to time. The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names of the nurses and the amount of such deduction for each nurse. Each list shall show the social insurance number of each nurse, nurses on leave of absence, nurses who have terminated and the initial list shall contain the address of each nurse. The Employer will endeavour to provide information in electronic format if the Employer has the technology.
- The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Manager (or designate).
- 7.02 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.03 The Employer shall provide each nurse with a statement of dues deduction for income tax purposes (T-4 Supplementary Slip).
- 7.04 An officer of the Union or nurse representative shall be allowed a reasonable period of time within regular working hours to interview such nurses and to discuss the duties and benefits of Union membership and to give out collective agreements, membership forms and other relevant Union material. Nurses will be allowed to join the Union during this time.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

8.01 Any nurse(s) or the Union may present a complaint at any time without recourse to the formal written procedure contained herein. Before a nurse has recourse to the formal written procedure contained herein, the nurse shall first give their immediate supervisor an opportunity to resolve the issue.

Step No. 1

A nurse(s) with the assistance of their nurse representative or the Union on their behalf or in its own stead may present a grievance in writing to the nurse's immediate supervisor. Such a grievance must be presented within ten (10) days of the date of its occurrence or when it came to the attention of the nurse or the Union. The nature of the grievance, the redress sought and the provisions of the agreement which are alleged to have been violated shall be set in the grievance. The nurse's immediate supervisor shall render a decision in writing within ten (10) days following the day on which the grievance was submitted. If the decision is unsatisfactory to the nurse(s) or the Union, Step No. 2 may be followed within ten (10) days.

Step No. 2

The grievance shall be referred to the Executive Director or his designate who shall call a meeting of the Grievance Committee at the request of either party at a time mutually convenient to both parties. At the request of either party, a representative of Ontario Nurses' Union shall be present. Within ten (10) days following the meeting or within fifteen (15) days following submission to the Executive Director, if no such meeting is held, the Executive Director shall reply in writing to the nurse(s) and the Chairperson of the Grievance Committee. If the decision is unsatisfactory to the nurse(s) or the Union, it may be referred to arbitration.

8.02 Where no answer is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step.

8.03 The time limits referred to in the grievance procedure may be extended by mutual consent in writing by the parties.

8.04 If the Union or the Employer so wishes, they may present any grievance in writing in the form of a Policy Grievance at Step No. 2 of the grievance procedure.

8.05 Should the nurse(s) or the Union wish to file a grievance against a discipline, suspension or discharge, it shall be reduced to writing and filed within five (5) days under Step No. 2 of the grievance procedure.

- 8.06 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing within a further fifteen (15) days of its desire to submit the difference or allegation to arbitration. The notice shall contain either:
- (a) where the parties have agreed in writing to proceed by way of a sole arbitrator, the name of the grieving party's proposals for the appointment of the Chairperson to the arbitration board. For the purposes of this Collective Agreement, 'arbitration board' refers to either a one person or three person panel as the case may be. The recipient of the notice may agree to the grieving party's proposed appointments of the Chairperson or propose alternative appointments. If the parties are unable to agree on a single arbitrator, then either party may request the Labour Management Arbitration Commission for the Province of Ontario to appoint a Chairperson or;
 - (b) the name of the grieving party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern. The arbitration board shall hear and determine the difference of allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.07 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairperson shall be borne equally by the parties. Arbitration hearings shall be held in the community of the Employer or at such other places as may be agreed upon by the Union and the Employer.
- 8.08 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any provisions of this agreement or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement.
- 8.09 Any time limit referred to in the grievance and arbitration procedures shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.

- 8.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the above noted Procedure.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority shall be defined as length of service with the Employer since date of last hire.

- 9.02 A probationary period shall be four hundred and fifty (450) hours worked. If retained after the probationary period, each nurse's seniority will be dated from the date of last hire.

- 9.03 (a) The Employer will keep up-to-date separate seniority lists for both full-time and part-time nurses, and will post them in the Nursing Office in January and July of each year. Copies of the seniority list will be given to the Bargaining Unit President. Seniority lists shall be posted in hours for part-time employees. In the event of any layoff the Employer will provide the Bargaining Unit President an updated seniority list of full-time and part-time employees.

- (b) Seniority for nurses employed as part-time nurses shall be based on the number of full or part-time hours paid since the date of last hire. Fifteen hundred (1500) hours shall be the equivalent to one (1) year of full-time seniority.

- 9.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:

- i) when on leave of absence with pay;
- ii) when on approved leave of absence without pay, not exceeding thirty (30) continuous working days;
- iii) when in receipt of sick leave;

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

- iv) in accordance with the *Employment Standards Act* when on pregnancy/parental leave, family medical leave or emergency leave.

The Union and the Employer agree to abide by the *Human Rights Code* of Ontario;

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

- i) when on an approved leave of absence without pay, not provided for in 9.04 (a) (ii) above, exceeding thirty (30) continuous working days;
- ii) when absent on account of accident or illness and not in receipt of sick leave credits;

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

- iii) when absent due to layoff;
 - iv) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months;
- (c) A nurse shall lose all service and seniority and shall be deemed to have terminated if they:
- i) voluntarily resigns;
 - ii) is discharged for just cause, and the discharged is not reversed through the grievance or arbitration procedure;
 - iii) has been laid off for eighteen (18) months;
 - iv) retires
 - v) fails to notify the Employer of their intention to return to work within forty-eight (48) hours of being notified of recall by registered mail or fails to return to scheduled work after being notified or recall. Registered mail sent out to the most recent employee's address on their employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of their current address.
 - vi) is absent from scheduled work for a period of three (3) or more consecutive working days unless a satisfactory reason is given to the Employer;
 - vii) fails to return to work upon termination of an authorized leave of absence unless a satisfactory reason is given to the Employer;
 - viii) when on illness absence not paid by the Employer for a period in excess of twenty-four (24) months, and there is no

reasonable likelihood the employee will return to work within the foreseeable future.

- 9.05 In the case of all vacancies, the Employer will post notice of such vacancy, for seven (7) calendar days prior to making an appointment to any such position in order that any interested nurse may apply. Copy of such notice shall be sent to the Union. If no qualified nurse applies, the Employer may then hire a new nurse. The name of the successful applicant shall be posted by the Employer. When an employee will be absent on vacation and/or a leave of absence, the employee may advise their manager, in writing, that they wish to be considered for any potential job posting which might arise during their absence. The written notice will be considered an application. The written notice is only valid during the leave/vacation.
- 9.06 The Employer will outline to the nurse selected to fill a temporary vacancy the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. A nurse who is absent due to illness or leave of absence shall have the right to return to their former position.
- 9.07 In all cases of transfer or promotion, the following factors shall be considered:
- (a) skill, ability and experience;
 - (b) seniority.
- Where the qualifications of factor (a) are relatively equal factor (b) shall govern.
- 9.08 Layoff and Recall
- (a) Notice of lay-off will be in accordance with the *Employment Standards Act*. In the event of a proposed lay-off of a permanent or long-term nature, the Employer will provide the Union with no less than sixty (60) calendar days' notice of such lay-off. The Employer and the Union agree to meet within the said notice period to discuss the proposed lay-off. Lay-off of a permanent or long term nature means a lay-off for a period longer than a temporary lay-off as defined by the *Employment Standards Act* or regulations thereunder.
 - (b) A lay-off of nurses shall be made on the basis of the seniority list provided that the nurses who are entitled to remain on the basis of seniority are willing and qualified to do the work which is available.
 - (c) Nurses shall be recalled in reverse order of lay-off. A nurse will respond to a registered notice of recall within seven (7) calendar

days of receipt of the same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.

- (d) All nurses who are on lay-off will be given job opportunity before any new nurse is hired.
- (e) An employee will not be laid off out of seniority order if their lack of qualification for a less senior employee's shift can be remedied by a three (3) day orientation to that shift. An employee will not be denied recall to a shift if their lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

9.09 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the nurse if they change their status from full-time to part-time and vice versa. A part-time nurse who changes their status to full-time will be given seniority credit on the basis of fifteen hundred hours (1500) part-time being equivalent to one (1) year of full-time service and vice versa.

9.10 Transfer outside of the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside of the Bargaining Unit, for a period of not more than three (3) months, shall not suffer any loss of seniority, services or benefits.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. An employee will not accrue seniority while in a temporary position under this provision.

An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year or a permanent position outside of the bargaining unit, they will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.

- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 9.13 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 10 - EMPLOYEE FILES

- 10.01 (a) In the event that it is deemed necessary by the Employer to file a report of censure regarding an infraction of rules or nursing practice by a nurse, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the nurse involved with a copy to the Union.

In the event a nurse is required to attend an investigative meeting with management which may result in discipline, the nurse, at their option, may request the presence of a nurse representative.

- (b) Union Representation

Nurses will have the option to have the presence of a nurse representative at any coaching session with the Employer.

A nurse shall be entitled to the presence of a Union representative at a meeting at which discipline, including termination, is imposed. In the event a nurse is disciplined at a meeting without a Union representative present because a Union representative was not available at the time of the discipline, the discipline will not be void provided the Employer agrees to meet as soon as practicable thereafter with the nurse and the Union representative present.

- 10.02 Having provided a written request to the Human Resources Department at least one (1) week in advance, an employee shall be entitled to review their personnel file. Nothing may be removed from the file and the file must be examined in the presence of Human Resources staff. An employee shall be given a copy of his latest performance review, if applicable.

- 10.03 Any letter of sanction, reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the

receipt of such letter, provided the nurse's record has been free of discipline during such eighteen (18) month period.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 The Employer may grant a leave of absence without pay to a nurse upon request. Request for such leave shall be in writing and shall be submitted to the Manager or designate a minimum of twenty-one (21) days in advance of the commencement of the leave, except in cases of emergency and the reply shall be in writing within seven (7) days of the date of such request. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Such leave shall not be unreasonably denied. Such leave shall not be for the purpose of taking employment elsewhere.
- 11.02 Leave of absence without pay and without loss of seniority will be granted, if possible, to any nurse who wishes to enrol in a post-graduate course, certificate or degree course from a university or community college or other institution offering nursing related courses.
- 11.03 Compassionate Leave
- (a) Upon the death of an employee's immediate family shall granted leave up to a maximum of five (5) continuous calendar days, three (3) of which will be paid. Additional days off without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.
 - (b) Immediate family shall be defined as employee's spouse, spouse to include same sex partner, child or step-child, parent, step-parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild.
 - (c) One (1) day with pay on the death of a fiancé, sister-in-law, brother-in-law, son-in-law, daughter-in-law or relative residing in the same household.
 - (d) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.
 - (e) Time away from work will be consecutive days in conjunction with the funeral, except where interment or a memorial service occurs at a later date, in which case one (1) of the allowed days may be the day of the interment or memorial service. Payment shall be made only for days that the nurse was scheduled to work.

11.04 Parental/Pregnancy Leave

Parental/pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to eighteen (18) months' duration, inclusive of any parental leave.

- (a) the service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks;
- (b) 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. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- (c) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (d) An employee who has taken a pregnancy leave under Article 11.04 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employees finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (e) The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (f) Employees newly hired to replace employees who are on approved 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 employee shall be credited with seniority from the date of hire subject to successfully completing their probationary period.

The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (g) A nurse who does not apply for leave of absence under this article and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with this article upon providing the Employer before the expiry of two (2) weeks after she ceased to work with a Medical Certificate from a qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (h) parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as their own;
- (i) on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who has completed five (5) months of continuous service prior to the expected birth date and who is on pregnancy leave as provided under this Agreement who is in receipt of Unemployment Insurance Pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week unemployment insurance waiting period, and receipt by the Employer of the nurse's unemployment insurance cheque stub as proof that she is in receipt of such benefits for maximum period of seventeen (17) weeks. The 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.

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

- (j) the nurse shall be entitled to accumulate all seniority and service and shall be entitled to participate in the benefits as prescribed in the Collective Agreement, with the exception of Long Term Disability;
- (k) at the time of leave the nurse will indicate, in writing, the waiving of participation of benefits or agreement to pay any employee premium contributions applicable to maintain coverage. However, should the nurse extend the leave beyond E.S.A. time allowable, the nurse shall be responsible for full premium payments during the extension time.

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

11.05 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority to a nurse who is required to serve as a juror in any court of law, or is required by subpoena 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 in connection with a case arising from the nurse's duties at AbleLiving Services Inc. The Employer shall pay the nurse the difference between their normal earnings and the payment they received for jury service or witness fees, excluding payment for travelling, meals, or other expenses. The nurse will present proof of service and the amount of pay received. The nurse must notify their supervisor within twenty-four (24) hours after receiving notice of selection or subpoena.

This Article shall apply to the part-time nurse if they have been scheduled to work.

11.06 Union Leave

(a) Board of Directors and Provincial Committee Leaves of Absence

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of the President or to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence up to a total of fifty (50) days annually as they may require to fulfil the duties of their position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be accumulation of seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the nurses' 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.

(b) President

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the

Employer, and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

It is understood however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association.

- (c) Leave of absence for Union business shall be given up to a cumulative total of forty (40) days during the calendar year. Such leave shall not be arbitrarily withheld.
- (d) The Employer agrees to keep the pay whole and bill the Union for leave as delineated above.
- (e) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g., 3,000 hours of part-time RN service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. 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 their intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

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

11.07 Family Medical Leave

An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act* as amended from time to time.

11.08 Military Leave

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

11.09 Domestic Violence Leave

Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act* as amended from time to time.

ARTICLE 12 - PAID HOLIDAYS

12.01 All nurses shall receive the following holidays without loss of pay:

New Year's Day	**Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11 th)
Victoria Day	Christmas Day (Dec 25 th)
Canada Day (July 1 st)	Boxing Day (Dec 26 th)

* (to be celebrated 3rd Monday in February)

** to be celebrated the 1st Monday in August

- 12.02
- (a) Where a full-time nurse works on a holiday they shall receive premium pay at the rate of time and one-half (1½) for all hours worked on such holiday. The nurse shall receive another day off with pay. Holiday lieu days can be accumulated and taken within ninety (90) days of the recognized stat at a mutually agreed upon time. Holiday lieu days can not be carried over from year to year.
 - (b) In order for a full-time nurse to be eligible for holiday pay or lieu time in accordance to the above, the nurse must:
 - i) work their scheduled tour immediately preceding and following such paid holiday unless absent due to legitimate illness or approved vacation or leave of absence; and
 - ii) have worked or been on scheduled vacation or approved paid leave of absence (for greater clarity, excluding pregnancy/parental leave) on at least twelve (12) tours in the thirty day period preceding the holiday.
 - (c) Where a part-time nurse works on a holiday as listed in Article 12.01, they shall receive pay at the rate of time and one-half (1½) for the first seven and one-half (7½) hours worked on such a holiday.
 - (d) Accommodations of Spiritual or Cultural Observances

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in

January of each year for the twelve (12) month period following March 1st, identifying the required date they need off.

The employee and Employer will agree on the substituted day, in writing. Honouring such request shall be subject to the operational requirements of the Program.

- 12.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.04 When a holiday falls within a nurse's vacation period, it shall be added to the end of their vacation or scheduled at a mutually agreeable time.

ARTICLE 13 – VACATIONS

- 13.01 (a) All full-time nurses shall be granted vacations without loss of pay as follows:
- i) less than one (1) year of service – one and one quarter (1.25) days for each completed month of service with pay in the amount of six percent (6%) of gross earnings;
 - ii) one (1) year but less than three (3) years of service – fifteen (15) days of vacation with pay in the amount of six percent (6%) of gross earnings;
 - iii) three (3) but less than eight (8) years of service – twenty (20) days' vacation with pay in the amount of eight percent (8%) of gross earnings;
 - iv) eight (8) years or more service – twenty-five (25) days of vacation with pay in the amount of ten percent (10%) of gross earnings.
- (b) All part-time nurses shall be granted vacation with pay as follows:
- i) less than one (1) year of service – two (2) weeks' vacation with pay in the amount of four percent (4%) of gross earnings;
 - ii) one (1) year but less than three (3) years of service - three (3) weeks' vacation with pay in the amount of six percent (6%) of gross earnings;
 - iii) three (3) but less than eight (8) years of service - four (4) weeks of vacation with pay in the amount of eight percent (8%) of gross earnings;

- iv) eight (8) years or more service - five (5) weeks of vacation with pay in the amount of ten percent (10%) of gross earnings.
- v) for the purpose of calculating vacation entitlement, years of service shall be calculated on the basis that one (1) year is equivalent to two hundred (200) tours.

A week of vacation is equal to five (5) consecutive calendar days off.

- 13.02 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 13.03 (a) Vacation may be taken any time of year, and the Employer will grant requests where possible provided that vacation quotas shall not be unduly restrictive and vacation shall not be unreasonably withheld.
- (b) In the event of conflicts, seniority shall prevail.
- (c) Employee(s) who have three (3) weeks or more of vacation, may use one (1) week as single day vacations.
- 13.04 Vacation pay calculated on current earnings will be paid to the nurse in the pay period in which it was earned.
- 13.05 On retirement a nurse shall be entitled to the same vacation or vacation pay which would have been earned if the nurse had continued in employment to the end of the vacation year for that year.
- 13.06 On retirement, full time nurses shall be entitled to the vacation that was accrued in the current year prior to retirement date.
- 13.07 The vacation year for scheduling purposes shall be January 1st to December 31st
- 13.08 Full-time employees may not normally waive a vacation and draw double pay.
- 13.09 The Employer will provide each employee in the bargaining unit with the number of vacation day's entitlement each January 1. The Employer will continue its present practice of providing updated vacation entitlement each paycheque, in hours.
- 13.10 (a) Vacations are not accumulative from year to year and must be taken by December 31st in each year.
- (b) Notwithstanding the above, the Employer may grant a special request from an employee to carryover 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 and no later than November 1st.

13.11 Vacations – Interruption

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

ARTICLE 14 - ILLNESS ALLOWANCE

14.01 Illness allowance means the period of time a full-time nurse is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment by a physician, chiropractor, or dentist which prevents them from carrying out their normal duties or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

14.02 A full-time nurse who has completed their probationary period shall be credited with eighteen (18) days of sick leave on a prorated basis for a calendar year. Maximum of twelve (12) days can be carried over for a total of no more than thirty (30) sick days per year.

14.03 For a nurse who is absent from work due to illness or accident, not covered by the Workers' Safety and Insurance Board, a deduction shall be made from accumulated sick leave for all normal working days or half-days (exclusive of holidays) absent for sick leave.

14.04 Communicable Diseases

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

If the nurse fails to take the required medication, they may be placed on an unpaid leave of absence during any influenza outbreak in the workplace

until such time as the employee has been cleared by the public health authority or the employer to return to the work environment. The only exception to this would be nurses for whom taking the medication will result in the nurse being physically ill to the extent that they cannot attend work. Upon written direction from the nurse's physician of such medical condition in consultation with the Employer's physician, if requested, the nurse will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the nurse will be placed on unpaid leave. If a nurse gets sick as a reaction to the drug and applies for WSIB, the Employer will not oppose the application.

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

14.05 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Insurance Benefits for a period longer than one complete pay period (not including the pay period in which the illness or injury occurred) may apply to the Employer for payment equivalent to the lesser of:

- (a) the benefit they would receive from Workers' Insurance Benefits if their claim was approved, or
- (b) the benefit to which they would be entitled to under the nurses' sick leave plan.

Payment will be provided only if the nurse provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workers' Insurance Benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the sick leave plan. Duration of payment shall be limited by the amount of the nurses' sick leave credit.

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS

15.01 (a) The night shift shall be the first shift of the day.

(b) Work schedules to be posted four weeks in advance to cover a six (6) week period.

15.02 The following provision dealing with hours of work shall not be construed to be a guarantee of hours of work per day or per week or days of work per week.

- 15.03 (a) A weekend is defined as being fifty-six (56) hours off work during the period following the completion of the Friday evening shift and the beginning of the Monday day shift.
- (b) The normal tour shall be composed of seven and one-half (7.50) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half ($\frac{1}{2}$) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of payments under Article 15.08. The normal work week shall be composed of five (5) tours, that is thirty-seven and one-half (37.50) hours per week. It is understood that nothing herein prevents the Employer from normally scheduling a part-time nurse for less than five (5) tours per week.
- 15.04 There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid meal period in each tour.
- 15.05 Upon request, a Nurse required to work more than three (3) hours overtime consecutive with their regular shift shall be provided with a meal or an allowance by the Employer of ten dollars (\$10.00).
- 15.06 Prior to altering master schedules, the Employer will have a discussion with the Union to provide the rationale for any schedule changes.

In the event the Employer proposes to alter the scheduling rotations, the Employer will notify the nurses of the changes at a scheduled staff meeting. The proposed new schedule will be posted six (6) weeks prior to the effected date of implementation.

Nothing herein interferes with the right of the Employer to introduce full time schedules and alter scheduling rotations. The Employer undertakes during the term of this agreement to endeavour to introduce two (2) full time assignments. The Employer agrees to review with the Union the initial scheduling prior to the introduction of these two (2) full time assignments.

15.07 Standard Day

For overtime premium and or/shift premium payment the standard day for all nurses covered by this Agreement shall be defined as a twenty- four (24) hour period. Where such shift exists, the shift commencing at 23:00 hours shall be considered the first shift of the working day. A shift shall be deemed to be entirely within the calendar day in which the majority of the hours are actually worked.

0700 - 1500 or 0800 – 1600 Day Tour

1500 - 2300
2300 - 0700

Evening Tour
Night Tour

15.08 Overtime

Nurses shall not be scheduled or required to work in excess of normally scheduled hours of days without consent. The nurse shall receive premium payment as follows:

- (a) work in excess of seven and one-half (7.50) hours in a standard day or seventy-five (75) hours in two (2) weeks shall be compensated at the rate of time and one-half (1½);
- (b) when a nurse who is working a full-time schedule works on their day off such nurse will be compensated at the rate of time and one-half (1½) and shall, where possible and upon request, have their day off rescheduled at a mutually agreeable time;
- (c) overtime compensation of double their regular straight time hourly rate shall be paid to a nurse for all work performed in excess of seven and one-half (7.50) hours on any tour for which they receive time and one-half (1½) their straight time hourly rate.

15.09 Nurses shall be paid their straight time hourly rate for all time spent in attendance at in-service programs and supervisor's meeting outside of their regularly scheduled hours provided the Employer has pre-authorized the nurse's attendance.

15.10 Effective April 1, 2022, a nurse shall receive shift differential of one dollar and five cents (\$1.05) for all hours worked between 1500 and 0700 hours.

Effective April 1st, 2023, a nurse shall receive shift differential of one dollar and ten cents (\$1.10) for all hours worked between 1500 and 0700 hours.

15.11 A nurse shall receive a weekend premium of one dollar and ten cents (\$1.10) per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday.

15.12 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay unless otherwise expressly provided for in this Agreement. A full-time nurse entitled to holiday pay shall not receive sick pay to which they may otherwise have been entitled unless they were scheduled to work that day.

15.13 When assigned, if a manager is not available, registered staff shall be paid eight (\$8.00) dollars per shift in addition to their regular rate of pay.

ARTICLE 16 - BENEFIT PLANS

- 16.01 The Employer agrees to pay for full-time nurses only, one hundred percent (100%) of the following Plans:
- (a) Ontario Health Insurance Plan, including semi-private coverage (billed premium);
 - (b) Standard Extended Health Care Plan (billed premium);
 - (c) Group Life Insurance Plan to a value of one times the annual salary of the nurse (billed premium);
 - (d) Long-term Disability Plan (billed premium);
 - (e) Drug Benefit Plan.
- 16.02 Nurses shall be entitled to participate in the HOOPP Pension Plan. Participation shall be mandatory for full-time nurses and voluntary for part-time nurses. Implementation of the HOOPP Pension Plan shall be subject to the terms and conditions of HOOPP.
- 16.03 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy.

ARTICLE 17 – SALARIES

- 17.01 All nurses shall be compensated for their services in accordance with Appendix "A".
- 17.02 The in lieu in premium for part-time nurses will be thirteen percent (13%). For part-time nurses who choose to be members of the HOOPP Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.

It is understood and agreed that the part-time nurses' hourly rate in this Agreement does not include the additional thirteen percent (13%) or nine percent (9%) as applicable, which is paid in lieu of fringe benefits and accordingly the thirteen percent (13%) or nine percent (9%) as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

ARTICLE 18 - MISCELLANEOUS

18.01 The Employer shall provide bulletin boards for the use of the Union.

18.02 The Employer shall continue to provide adequate parking space for the nurses without charge.

18.03 Payroll Policies

Pay slips are to be issued on a regular day of the week, with a clarified electronic, itemized statement of all deductions, premiums and changes of increments. Computers will be made available for printing of statements. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above on the first pay date following the date of termination.

18.04 Recent Related Experience

A registered employee with recent and related experience may claim consideration for such experience at the time of hire. Verification of previous related experience is required. Such experience will be evaluated by the Manager or designate, during the probationary period. Where such experience is determined to be relevant, the employee shall upon completion of the employee's probationary period, advance one (1) year on the grid for every full year of relevant experience. If a period of more than two (2) years has elapsed since the employee has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

For the purpose of this Article fifteen hundred (1500) hours of part-time service shall equal one (1) year of service. For greater clarification and by way of example, a nurse with three thousand five hundred (3,500) hours of related experience shall be placed at year two (2) and shall proceed to step three (3) on the anniversary date of hire.

18.05 When the Employer requests a Vulnerable Sector Check with respect to an employee, it shall pay the cost of obtaining the check.

18.06 Upon written request for a letter, the Employer will provide to each employee upon termination of employment a letter stating

- (i) the employee's start and end date of employment,
- (ii) whether full time or part time, and if part time, the number of hours the nurse has worked since their last date of employment; and
- (iii) the nurse's position of employment while employed.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

19.01 The parties agree that client care is enhanced if concerns relating to professional practice, fluctuating workloads and staffing are resolved in a timely and effective manner, as set out below:

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

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

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

- ii) Failing resolution at the time of occurrence of the workload issue, put concerns in writing to the Labour-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Labour-Management Committee shall convene a meeting of the Labour-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the concern to the satisfaction of both parties. The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.
- iii) Prior to the concern being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the concern and recommendations to the Nurse Manager and/or Director of Operations.
- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under this Article shall be signed by the parties and be subject to the grievance and arbitration process.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Labour-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered

nurses; one chosen by the Ontario Nurses' Association, one chosen by the Program and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

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

ARTICLE 20 – DURATION

- 20.01 This Agreement shall remain in full force from April 1, 2022 until March 31, 2024 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement or any of its provisions. Such notification will be made within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

Dated at Hamilton, Ontario this 14th day of December, 2022.

FOR THE EMPLOYER

FOR THE UNION

Andreia Nykamp
Manager, Community Services

Deanna King
Labour Relations Officer

Steve Sherrer
Chief Executive Officer

Janine Auchterlonie
Bargaining Unit President

Lucy Sheehan
Executive Director

APPENDIX "A" - SALARIES

Wages	Current	April 1, 2022	April 1, 2023
Start	\$30.18	\$30.71	\$31.25
1 Year	\$31.86	\$32.42	\$32.99
2 Years	\$33.32	\$33.90	\$34.49
3 Years	\$34.40	\$35.00	\$35.61
4 Years	\$35.46	\$36.08	\$36.71
5 Years	\$36.80	\$37.44	\$38.10
6 Years	\$39.06	\$39.74	\$40.44
7 Years	\$41.08	\$41.80	\$42.53
8 Years	\$41.98	\$42.71	\$43.46
9 Years	\$42.91	\$43.66	\$44.42

For part-time nurses, add thirteen percent (13%) of the hourly rate in lieu of illness allowance, benefits plans, holiday pay or nine percent (9%) for part-time nurses who choose to be members of the HOOPP Pension Plan.

Retroactivity

Retroactive payment is to be made within sixty (60) days following ratification. Retroactivity payments are to be paid to all employees who have worked in the period since April 1, 2019. Any employee who has left the employ of the Employer is to be notified of their entitlement in writing at their address on file and advised that they must acknowledge such notice in writing or by e-mail within thirty (30) days or forfeit entitlement.

CHAIRPERSONS - NURSING ASSESSMENT COMMITTEES

The parties are agreed that the list of Chairpersons for the Independent Assessment Committee as provided in Article 19 of this Agreement shall be:

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

LETTER OF UNDERSTANDING

Between:

ABLELIVING SERVICES INC.

And:

ONTARIO NURSES' ASSOCIATION

RE: Number of Bargaining Unit Shifts

The Employer will not reduce the number of bargaining unit shifts below the level generally in existence from April 1, 2005 to March 14, 2006. For further clarification, the Minutes of Settlement dated August 6, 2006 indicates an offer of ninety-six (96) shifts to bargaining unit members in each six (6) week period.

Dated at Hamilton, Ontario this 14th day of December, 2022.

FOR THE EMPLOYER

FOR THE UNION

Andreia Nykamp
Manager, Community Services

Deanna King
Labour Relations Officer

Steve Sherrer
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