

**COLLECTIVE AGREEMENT**

BETWEEN

**ALBRIGHT GARDENS HOMES INCORPORATED**  
(hereinafter referred to as “the Employer”)

AND

**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as “the Association”)

EXPIRY: MARCH 31, 2023

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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 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 Association as the sole and exclusive bargaining agent for all registered and graduate nurses regularly employed in a nursing capacity at Albright Gardens Homes Inc. at Albright Manor, Beamsville, save and except the Director of Nursing and those persons above the rank of Director of Nursing.
- 2.02 A registered nurse is defined as a person who is registered by the College of Nurses in Ontario, in accordance with the *Health Disciplines Act*, 1974, as amended.
- 2.03 A graduate nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses in Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements, for whatever reason. This registration shall be completed at the earliest opportunity following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Manor. The nurse shall not be terminated before twenty-four (24) months in the event she fails the examination and has another opportunity to write it.
- 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 and non-binary pronoun where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.06 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 for:

- i) the purposes of instruction, or
- ii) in the event of an emergency situation, or
- iii) a private duty nurse hired and paid for by a resident or residents and their family or their representative and approved by the Management of Albright Manor.

Persons outside the bargaining unit shall not perform bargaining unit work to such an extent that any nurse hired by The Manor is terminated or her hours reduced.

2.07 The Employer recognizes the following categories of nurses:

- (a) A full-time nurse is defined as one who regularly works between sixty (60) hours per pay period and seventy-five (75) hours per pay period.
- (b) A regular part-time nurse is defined as one who regularly works a pre-determined schedule of less than sixty (60) hours per pay period.
- (c) A casual nurse shall mean any nurse who does not come within the definitions of 2.07 (a) or (b) above.

2.08 The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining units or other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Employer policy related thereto shall meet those requirements.

2.09

- a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that were scheduled in the last week of June 30, 2014. For clarity, this includes existing vacancies.
- b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- c) If the failure to staff is a legitimate recruitment issue, there shall be

no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.

- d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect June 30, 2014, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- e) If there is any other reason for the failure to staff in accordance with this article, the Union and the Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

For clarity, the parties agree that for purposes of this Article

Weekly Scheduled RN hours	262.5
CMI	97.77
Number of Beds	231
Occupancy	230

### **ARTICLE 3 – MANAGEMENT FUNCTIONS**

- 3.01 The Association acknowledges that it is the exclusive right and function of the Employer to:
- (a) determine and establish standards and procedures for the care, welfare, safety and comfort of the Residents in the Nursing Centre;
  - (b) maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations copies of which will be supplied to the Association;
  - (c) hire, transfer, lay-off, re-call, retire, promote, demote, assign duties, discharge, suspend or otherwise discipline nurses, provided that a claim that a nurse who has completed her probationary period has been discharged, suspended or disciplined without just cause may

be the subject of a grievance and be dealt with as hereinafter provided;

- (d) have the right to plan, direct and control the work of the nurses and the operation of the Manor.

This includes the right to introduce new and improved methods, facilities, equipment and to control the supervision necessary, work schedules and the increases or the reduction of personnel in any particular area.

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

3.03 The Employer shall upon entry into any service agreement with the Ministry of Health and Long Term in respect of residents cared for by members of this bargaining unit provide to the Bargaining Unit President copies of any document or materials which it is required to post in the Home related to service agreements pursuant to the *Charitable Institutions Act*.

#### **ARTICLE 4 – NO DISCRIMINATION**

4.01 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, sexual orientation, marital status, race, creed, colour, political or religious affiliation or by reason of her membership in or activities on behalf of the Association or any of its affiliated organizations or while exercising her rights under the Collective Agreement or any applicable legislation or any factor not pertinent to the Employment relationship. The terms used above shall be in accordance with the Ontario Human Rights Code and the *Ontario Labour Relations Act*.

4.02 Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the Ontario Human Rights Code.
- (b) The Home and the Union agree to ongoing and timely

communication by all participants. For the purposes of expediting communication, the Home and the Union agree that participants will use electronic communication where available.

#### 4.03 Whistle Blowing Protection

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

### **ARTICLE 5 – NO STRIKES AND LOCKOUTS**

- 5.01 The Association agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act, RSO 1980 as amended, Chapter 228, 1981*.

### **ARTICLE 6 – ASSOCIATION COMMITTEES & REPRESENTATIVES**

- 6.01 The Employer will recognize the following:

- (a) A nurse representative. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of up to two (2) nurses.
- (c) A Negotiating Committee of up to three (3) nurses.
- (d) An Association-Management Committee composed of an equal number of representatives of the Employer and the Association. Meetings of this Committee shall be held at the request of either party, but at least once every three (3) months. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, and other matters of mutual concern.

Agendas will be exchanged seventy-two (72) hours in advance of the meeting.

Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

It is agreed that grievances will not be discussed at these meetings.

- (e) At least one (1) member of the bargaining unit to be appointed to the Employer's Occupational Health and Safety Committee.

- 6.02 The Association will supply the Employer with the names of its representatives and any changes thereto.
- 6.03 It is understood that a Nurse Representative or a member of the Negotiating Committee will not absent herself from her regular duties unreasonably without the permission of her immediate supervisor in order to deal with grievances of nurses or take part in negotiations whichever is applicable. She shall report to her immediate supervisor when returning to her regular duties. In accordance with this understanding the Employer will compensate a Nurse Representative for time lost in handling grievances of nurses and members of the Negotiating Committee for time lost in negotiating the Collective Agreement up to and including conciliation procedures but excluding all arbitration procedures, at the nurse's regular rate of pay at straight time only; and this does not apply to time spent on such matters outside of regular working hours.
- 6.04 Nurses on the Negotiating Committee shall have the option of receiving paid time off for the night shift of the preceding day, or the evening or night shift of the actual negotiating day if scheduled to work these shifts.
- 6.05 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.
- 6.06 The Employer agrees that an Association representative shall be given the opportunity of interviewing every new nurse once during the first calendar month of employment, for the purpose of informing such nurse of the existence of the Union. The employer shall advise the Association monthly as to the names of the persons to be interviewed and shall arrange a mutually agreeable time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes.

## **ARTICLE 7 – ASSOCIATION 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 Association dues of each nurse. The Association 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, following such deduction, 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 and the initial list shall contain, as well, the address and phone number of each nurse.

Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month.

- 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.

## **ARTICLE 8 – OCCUPATIONAL HEALTH & SAFETY**

- 8.01 (a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health & Safety Committee, at least one (1) representative selected or appointed by the Association from the bargaining unit.
- (c) 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 Occupational Health & Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second (2nd) month quarterly or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) The employer agrees to accept as a member of its Occupational Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

- (g) The Employer will consider requests for reimbursement for damages incurred to the employees personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- (h) All time spent by a member of the Occupational Health & Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable and she shall be entitled to such time from her work as is necessary.
- (i) The parties will abide by the *Occupation Health and Safety Act*.
- (j) When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonable accessible personal protective equipment (PPE) that reduces risk and protects employees.

The Home will ensure there is an adequate supply of Pandemic PPE.

The Home will advise the JHSC the supply of Pandemic PPE on an annual basis and whenever they are required to advise the government.

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.

The Home will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.

## 8.02

### Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every

reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.

- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures to address violence in the workplace, which may include, among other measures and procedures:
  - i) Alert employee about a person with a known history of aggressive behaviours and their known triggers by means of:
    - a) electronic and/or other appropriate flagging systems,
    - b) direct verbal communication/alerts (i.e. shift reports),
  - ii) Communicate and provide appropriate training and education; and,
  - iii) Reporting all incidents of workplace violence,
  - iv) Long-term care home wide violence risk assessments.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
 

"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)*.
- (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.
- (d) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any

employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

## **ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURES**

- 9.01 The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible.
- 9.02 (a) A nurse having a complaint shall first discuss it with her immediate supervisor within ten (10) days of the actual occurrence, or within ten (10) days of when the nurse should reasonably be expected to have knowledge of the occurrence of the matter which is subject to the complaint.
- (b) It is understood that a nurse has no grievance until the matter has been referred to the Director of Nursing or her designate and an opportunity given to resolve the complaint. The Director of Nursing shall render a decision within three (3) days.
- 9.03 At any step in the grievance procedure including the complaint stage the nurse may be accompanied by/or represented by her nurse representative.
- 9.04 Grievances shall be registered with the Employer as follows:

### **Step No. 1**

When a nurse has a grievance arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, including any question as to whether a matter is arbitrable, the aggrieved nurse may present her grievance in writing to the Director of Nursing within five (5) days of the decision as described in Section 9.02 (b) above. The grievance shall state the nature of the grievance and the redress sought. The Director of Nursing shall render a decision, in writing, within five (5) days following the day on which the grievance was submitted. If the decision is unsatisfactory to the nurse(s), Step No.2 may be followed within five (5) days.

### **Step No. 2**

The written grievance shall be referred to the Administrator, who shall call a meeting of the Grievance Committee at the request of either party. Such

meeting to be scheduled at a time mutually agreeable between the Employer and the Association following submission to the Administrator. If no such meeting is held, the Administrator shall reply, in writing, to the nurse(s) and the Chairperson of the Grievance Committee, with a copy to the Labour Relations Officer of the Ontario Nurses' Association within ten (10) days of submission of the grievance. If the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration within fifteen (15) days of receipt of the Step No. 2 reply.

- 9.05 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this Agreement. A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within seven (7) days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

The Employer agrees to provide written reasons within seven (7) days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her probationary period, without just cause.

If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests. If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.

- 9.06 A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) days following the circumstances giving rise to the complaint or grievance.

- 9.07 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing identifying each nurse who is grieving to the Director of Nursing or

her designate within fourteen (14) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.08 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, either of the parties may, after exhausting the grievance procedure established by this Agreement subject to 9.09 (b), notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board.

9.09 (a) 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 limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

(b) Either party may require a sole arbitrator, where the grievance concerns:

- i) a job posting
- ii) a short term layoff
- iii) responsibility pay, premiums, overtime and call-in pay
- iv) entitlement to leave
- v) scheduling issues

For the purposes of this clause, Article 9.09 (b), all references to an Arbitration Board shall be taken to include a sole arbitrator.

9.10 The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

9.11 The board of arbitration or sole arbitrator, shall not have any power to alter

or change any of the provisions of this agreement nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 9.12 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses and the parties will jointly bear the expenses, if any, of the Chairperson or of a sole arbitrator.
- 9.13 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 9.14 The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 9.15 The arbitration board may make such decision as in the circumstances it deems just and equitable and may vary or set aside any penalty or discipline imposed and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.
- 9.16 Any time limit referred to in the grievance and arbitration procedure shall be exclusive of Saturdays, Sundays and holidays observed by the Employer. The parties may agree in writing to waive or extend any of the time limits established in this procedure.
- 9.17 The Employer and the Association may, by written agreement, substitute for a specific grievance or grievances a sole arbitrator for the board of arbitration provided for herein (whether or not such Board has been constituted) and the sole arbitrator shall have the same power as a board of arbitration and be subject to the same limitations as a board of arbitration hereunder.
- 9.18 Notwithstanding any other provisions in this Article, should the Employer discharge, suspend or discipline a nurse(s), notification by the Employer to such nurse(s) shall be made in the presence of the nurse representative or her designate. The nurse(s) and the Association shall be provided with written reasons for discharge, suspension or discipline. Should the nurse(s) wish to file a grievance against the discharge, suspension or discipline, it shall be reduced to writing and filed within seven (7) days under Step No. 2 of the grievance procedure.

## **ARTICLE 10 – JOB SECURITY**

- 10.01 Seniority shall be defined as length of service with the Employer since date of last hire. Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) paid hours equal one (1) year of full-time service.
- 10.02 Newly hired nurses shall be considered to be on probation for a period of four hundred and fifty (450) hours worked from date of last hire.
- 10.03 The Employer will maintain two separate seniority lists, one for full-time nurses and one for part-time nurses. Such lists shall indicate the original date of hire and the adjusted seniority/anniversary date for full-time and the number of hours worked up to the end of the last payroll period ending immediately preceding January 1st and July 1st of each year for part-time. The Employer will post the seniority lists on the Association bulletin board by January 15th and July 15th of each year and supply copies to the Association at the same time as the posting and prior to any lay off.
- 10.04 (1) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- (a) when on leave of absence with pay;
  - (b) when on an approved leave of absence, without pay, not exceeding thirty (30) continuous calendar days;
  - (c) when in receipt of Workplace Safety and Insurance benefits;
  - (d) when on pregnancy or parental leave;
  - (e) if a nurse's absence is due to disability resulting in WSIB benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.
- This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (2) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;

- (b) when absent on account of accident or illness and not in receipt of sick leave credits.
- (3) A nurse shall lose her seniority standing and her name shall be removed from all seniority lists and she shall no longer be considered an employee for any of the following reasons:
- (a) if the nurse voluntarily quits;
  - (b) if the nurse is discharged and not reinstated pursuant to the provisions of this Agreement;
  - (c) if she fails to notify the Employer of her intention to return to work within five (5) calendar days (paid holidays excluded) after being recalled from lay-off by notice sent by registered mail addressed to the last known address of the nurse and/or if she fails to return to work within eight (8) days of such notification, unless a satisfactory explanation is given to the Employer, or except in extraordinary circumstances where a nurse is absent from her address for good reason. The nurse is solely responsible for her proper address being on record with the Employer;
  - (d) if a nurse overstay a leave of absence without furnishing a satisfactory reason to the Employer;
  - (e) if a nurse is absent from work for two (2) consecutive tours without a satisfactory reason being given;
  - (f) if a nurse is on lay-off for a continuous period of twenty-four (24) months or more;
  - (g) If an employee utilizes a leave of absence, including sick leave, for purposes other than those for which the leave was granted by the Employer.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

- 10.05 (a) In the case of a vacancy, the Employer will post notice of such vacancy indicating the tour rotation, for seven (7) 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 Local Association. If no

qualified nurse applies then the Employer may hire a new nurse from outside the employ. The name of the successful applicant shall be posted by the Employer.

- (b) An application for transfer system will be established. Under such a system, any nurse will be able to indicate her interest in working elsewhere in the Home or on a different shift and her application will be considered as though she had made it at the time of posting when a vacancy occurs and has been posted.

10.06 Temporary employees are those hired for short periods of time to fill positions under such circumstances as maternity leaves, sickness and leaves of absence. Short periods shall refer to vacancies of limited duration exceeding thirty (30) calendar days.

Such temporary full-time employees are covered by the part-time provisions of the Collective Agreement.

The Employer shall notify nurses of these temporary vacancies in order that they may submit an application for temporary full-time employment.

Part-time nurses will be considered first on the basis of qualifications, experience and ability and then in accordance with seniority.

A nurse may at any time submit an application for temporary full-time employment and such application will be considered at the time of such vacancy along with all other applications.

A nurse who is absent due to illness or approved leave of absence, and nurses who fill temporary vacancies shall have the right to return to her former position unless the position no longer exists, in which case she shall be given a comparable position.

10.07 In all cases of transfer, promotion or permanent vacancy as in Article 10.05, the following factors shall be considered:

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

Where the factors in (a) are relatively equal, (b) shall govern. Seniority shall be as of the date of the job posting. However, if senior applicants are refused a position, they will be given written reasons for such refusal.

- 10.08 (a) Where there is a reduction in the workload resulting in a surplus of nurses and the Employer intends to conduct a layoff, he shall layoff nurses in inverse of seniority at the time of the layoff.

Probationary employees shall be first laid off, casual employees shall not be utilized while full-time or regular part-time employees who are prepared to accept occasional shifts, remain on lay off.

- (b) Nurses shall be recalled in reverse order of layoff, subject to their right to request orientation to a position for which they do not feel immediately qualified. The Employer shall determine the orientation necessary. A request by such a nurse for orientation shall not be unreasonably denied.
- (c) In the event of a proposed layoff of a permanent or long term nature the Employer will:
- i) provide the Association with ninety (90) days' notice of such layoff
  - ii) The parties will meet within seven (7) days of receipt of the notice to the Association to review the following:
    - (a) the reasons causing the layoff;
    - (b) the service which the Employer will undertake after the layoff;
    - (c) the method of implementation, including the areas of cutback and the nurses to be laid off;
    - (d) Sixty (60) days notice of layoff shall be given to each affected individual;
    - (e) An employee who has been notified of an impending layoff may:
      - 1) accept the layoff and be placed on a recall list; or
      - 2) exercise the right to bump another employee with lesser bargaining unit seniority, full-time

shall only bump full-time and part-time shall only bump part-time; or

- 3) opt to retire if eligible; or
- 4) elect to transfer to a vacant position. A vacant position is a position for which the posting process has been completed and no successful applicant has been awarded the position; or
- 5) accept the layoff and not elect to remain on a recall list in which case she will receive severance pay, if entitled, in accordance with the *Employment Standards Act*.
- 6) No new nurse will be hired where there is a nurse(s) on layoff.
- 7) An employee, at his or her own expense, and except for short and long-term sickness and income protection, may continue benefit coverage for a period of up to twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

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

- 10.09 (a) A nurse who is transferred to a position outside the bargaining unit for a period of not more than three (3) months or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months but not more than fifteen months (15) shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

A nurse must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she

or he will lose all seniority held at the time of the subsequent transfer.

- (b) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents, she shall be deemed to be covered by the Collective Agreement.

- 10.10 If a nurse's absence without pay from the Centre exceeds thirty (30) continuous calendar days, she will not accumulate seniority or service for any purposes for the period of the absence in excess of thirty (30) continuous calendar days, unless otherwise provided in this agreement, and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence.

Notwithstanding this provision, seniority and service shall accrue during pregnancy or parental leave, and the Employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the *Employment Standards Act*.

## **ARTICLE 11 – EMPLOYEE FILES**

- 11.01 In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the nurse involved, with a copy to the Association. Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurses' record has been discipline free for one (1) year.

It is agreed that letters of discipline related to resident and/or family interaction, that are not overturned, will remain on the nurse's file for a period of thirty (30) months from date of issue. Thereafter the censure will be removed from the file, provided there is no incident of a like nature in that thirty (30) months.

- 11.02 A copy of any evaluation, which is to be placed on a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation, as having

been read and have the opportunity to add her views to such evaluation prior to it being placed in her file. Each nurse shall have reasonable access to her file for the purposes of reviewing any evaluations or disciplinary notations contained therein. A copy of the evaluation will be provided to the nurse at her request.

## **ARTICLE 12 – LEAVES OF ABSENCE**

- 12.01 A nurse may be granted a leave of absence without pay for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Manor. Except in emergencies written application for leave of absence must be made at least two (2) weeks in advance of such leave giving the reason for such request. A written reply will be given within seven (7) days of the date of such request, except in cases of emergency in which case a reply will be given as soon as possible. Requests for leave of absence shall not be unreasonably withheld.

It is understood that requests for an employee to take employment elsewhere will not be granted.

- 12.02 (a) Association Leave

The Employer agrees to grant leaves of absence, without pay to nurses selected by the Association to attend Association business, including conferences and conventions. Reasonable notice – sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for 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 19% of salary in lieu of applicable benefits.

- (b) Board of Directors/Local Coordinator

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President or Local Coordinator, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 12.02 (a) above. During such leave of absence, the nurse's salary and applicable benefits

shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits.

(c) President - O.N.A.

Upon application, in writing, by the Association 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 for a period of up to three (3) consecutive two (2) year terms. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full costs of such salary and applicable benefits. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

12.03 Education Leave

Nurses may be granted leave(s) of absence with pay and expenses to attend workshops, seminars and short courses which are employment related. Selection shall be made on an equitable basis from nurses who make application to attend.

12.04 Leave of absence without pay may be granted to a nurse who wishes to enrol in a post graduate course certificate or degree course from a university or community college or other institutions. Leaves of absence shall not be unreasonably withheld.

12.05 A nurse shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations in any recognized courses in which nurses are enrolled to upgrade their nursing qualifications, if required by the Employer or the College of Nurses.

12.06 Bereavement Leave

The Employer agrees that leave of absence with pay shall be granted to any nurse in the event of the death of a spouse, common-law spouse, significant other (if such status is previously registered with the Employer in place of any other legally married spouse) son, daughter, sister, brother, mother or father, mother-in-law, father-in-law, son-in-law, daughter-in-law,

brother-in-law, sister-in-law, grandparents, grandchild, three (3) days with pay, provided that such nurse was otherwise scheduled to be at work. However, if such a death occurs on a nurse's last work day prior to her two consecutive days off and the funeral is held on the first scheduled work day following such two days off, time lost by such nurse on the date of death and on the day of the funeral shall be considered a leave of absence with pay. The Employer, in its discretion, may extend such leave with or without pay.

An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

"Spouse" for the purpose of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purpose of bereavement leave will also include a partner of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.

## 12.07 Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) and *Employment Insurance Act* (EIA) as amended from time to time and as follows. A nurse who is eligible for pregnancy leave may extend the leave for a period of up to sixty-three (63) weeks duration, inclusive of any parental leave.

- (a) The nurse shall give written notification at least one (1) month in advance of the date of the commencement of such leave and the expected date of return.
- (b) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (a) above by written notification received by the Home 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.
- (c) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the

subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with hours worked towards the probationary period to a maximum of 225 hours.

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

- (d) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment 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 eighty-four percent (84%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her weekly Employment Insurance Benefits and any other earnings. Bi-weekly payments shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) 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.

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 Hospital 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*.

## 12.08 Parental Leave

An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave.

Parental leave shall be granted for up to thirty-seven (37) weeks in duration if the employee did not take pregnancy leave.

Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

- (a) A nurse who has taken a pregnancy leave under Article 12.07 is eligible to be granted a parental leave of up to sixty-one (61) 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 sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Home 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 nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (b) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (c) Nurses newly hired to replace nurses 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 Home, in a permanent position, the nurse shall be credited with seniority from date of hire

subject to successfully completing her probationary period. The nurse shall be credited with hours worked towards the probationary period to a maximum of 225 hours.

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

- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Bi-weekly payments shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) 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.

12.09 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 in connection with a case arising from the nurse's duties at the Manor, the nurse shall not lose regular pay because of such attendance provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she will be required to attend court;

- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) An employee will not lose seniority or service for regularly scheduled hours paid pursuant to Jury Duty.

#### 12.10 Prepaid Leave Plan

Effective April 1, 1989, 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 nurse wishing to spread four (4) year's 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 Director of Nursing 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 year for purposes of the program shall be September 1 of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Home. Only one (1) nurse shall be allowed off at any one time.

- (d) Written applications will be reviewed by the Director of Nursing or his 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, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her 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. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing.

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 Home 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 Home 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 her within a reasonable period of time.

- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she 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 Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:
  - (a) A statement that the nurse is entering the pre-paid leave program in accordance with Article 12.09 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) 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.

#### 12.11 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. Notwithstanding Article 11.10, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has

been discontinued, in which case the employee shall be given a comparable job.

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

### **ARTICLE 13 – PAID HOLIDAYS**

- 13.01 (a) All nurses shall receive the following paid holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Float Holiday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.
- 13.02 (1) When a full-time nurse works on a paid holiday she shall receive the following:
- a lieu day off at regular rate on a mutually agreed date or shall receive holiday pay plus pay at the rate of time and one-half (1½) provided that she notifies her supervisor at least four (4) weeks before the holiday that she wishes the pay instead of the lieu day off.
- (2) When a part-time nurse works on a holiday she shall receive pay at the rate of one and one-half (½) her regular rate of pay.
- (3) In order to qualify for holiday pay the nurse must work her shift immediately preceding and succeeding the holiday unless her absence is the result of personal illness or accident in which case the

Employer may require verification by a medical doctor's certificate as to her illness or accident.

- (4) Regular part-time and casual nurses shall receive payment for the above holidays, if not worked, provided the nurse has earned wages for eight (8) days in the preceding twenty-eight (28) days.
- (5) It is understood and agreed that no nurse shall receive holiday pay by this means for more than one (1) paid holiday during any one (1) illness except for Christmas Day, Boxing Day and New Year's Day in which case no nurse shall receive pay for more than three (3) holidays.

- 13.03 A shift that is considered to be one on which a holiday is observed shall be a shift that starts on the calendar day on which the holiday is observed.
- 13.04 When a holiday falls within a nurse's vacation period the nurse may request in advance, at least three (3) weeks prior to the effective date of the schedule, to have the Holiday added to her vacation or to have the Holiday scheduled at another time within the fiscal year (April 1 to March 31) that is mutually agreeable between the nurse and the Director of Nursing.
- 13.05 When a full-time nurse works on a holiday and requests lieu time off with pay, the nurse may request in advance, at least three (3) weeks prior to the effective date of the schedule, for the lieu time to be scheduled concurrently with scheduled weekends off or at another time within the fiscal year (April 1 to March 31) that is mutually agreeable between the nurse and the Director of Nursing.
- 13.06 Holidays as far as practical will be split evenly amongst the nurses.

#### **ARTICLE 14 – VACATIONS**

- 14.01 Full-time nurses shall be granted vacation with pay as follows:
  - i) (a) Less than one (1) year of service -1.25 days per month;
  - (b) One (1) or more years, but less than three (3) years of service - three (3) weeks;
  - (c) Three (3) or more years, but less than eleven (11) years of service - four (4) weeks;

- (d) Eleven (11) or more years, but less than twenty-three (23) years of service - five (5) weeks;

Effective April 1, 2018 – Eleven (11) or more years, but less than twenty-one (21) years of service – five (5) weeks;

- (e) Twenty-three (23) or more years of service, but less than thirty (30) years of service - six (6) weeks;

Effective April 1, 2018 – Twenty-one (21) or more years, but less than thirty (30) years of service – six (6) weeks;

- (f) Thirty (30) or more years of service - seven (7) weeks.

- ii) A full-time nurse may choose to receive her vacation pay one (1) pay period in advance of her scheduled vacation or to be paid on the usual pay day.

- iii) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his 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%

14.02 Vacation time may be scheduled anytime in the fiscal year of April 1 to March 31. Seniority shall become a factor where the vacation time becomes a question between two or more nurses. The final right to determine vacation time is vested in the Employer to ensure the efficient operation of the Manor.

14.03 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such nurse's termination cheque.

- 14.04
- (a) Vacation quotas shall not be unduly restrictive.
  - (b) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

- 14.05 i) Part-time nurses shall receive annual vacation as follows:
- (a) Less than 1500 hours of service -1.25 days per month;
  - (b) 1500 hours of service or more, but less than 4500 hours of service - three (3) weeks;
  - (c) 4500 hours of service or more, but less than 16,500 hours of service - four (4) weeks;
  - (d) 16,500 hours of service or more, but less than 34,500 hours of service - five (5) weeks;
- Effective April 1, 2018 – 16,500 hours of service or more, but less than 31,500 hours of service – five (5) weeks;
- (e) 34,500 hours of service, but less than 45,000 hours of service - six (6) weeks;
- Effective April 1, 2018 – 31,500 hours of service, but less than 45,000 hours of service – six (6) weeks;
- (f) 45,000 hours of service or more - seven (7) weeks.
- ii) Vacation pay shall be issued to all part-time nurses by separate cheque in the pay period following April 30th of each year and shall be based on the applicable percentage of gross earnings in the preceding year as follows:
- (a) Three (3) week or less entitlement - 6%
  - (b) Four (4) week entitlement - 8%
  - (c) Five (5) week entitlement - 10%
  - (d) Six (6) week entitlement - 12%
  - (e) Seven (7) week entitlement - 14%
- 14.06 Nurses shall indicate their vacation preference for the summer months by March 1 of each year and the Employer shall post the final vacation schedules by April 1 of each year. Vacation requests submitted after March 1 will be granted on a first-come, first-serve basis.

- 14.07 (a) Where a nurse's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where a nurse has commenced vacation and the vacation is interrupted due to serious illness requiring hospitalization, the period of such illness shall be considered sick leave.
- (c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.
- (d) Where a nurse qualified for bereavement or any other approved leave during the vacation period, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date within the fiscal year.
- 14.08 Vacations are not cumulative from year to year and all vacations must be taken by no later than March 31st for that year. However, nurses shall not take vacations from two years continuously unless by consent of the Employer and the nurse. Nurses shall not waive vacation time and draw double time.
- 14.09 Where specifically requested in advance during the vacation posting period of February 1<sup>st</sup> to March 1<sup>st</sup> the Employer will schedule a Saturday off immediately prior to the commencement of the vacation and a Sunday off immediately following the end of the vacation, provided the nurse accepts split days off on her days off just prior to and following her vacation.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 The normal hours of work for a full-time nurse are not a guarantee of work per day or per week.
- 15.02 The work period shall consist of seventy-five (75) hours in any bi-weekly period and the work shift shall consist of seven and one-half (7½) continuous hours exclusive of meal periods.
- 15.03 The meal period shall be at least one-half hour (½) to be scheduled by the Employer during a nurse's shift.

15.04 There shall be a paid fifteen (15) minute period during each half shift at times designated by the Employer. Breaks may be combined subject to the approval of the Employer.

15.05 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Association and the Employer.

15.06 Overtime

- (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the nurse's regular rate of pay provided that all such overtime is authorized by the Employer.

Authorization shall not be unreasonably withheld. In the event of an emergency authorization is not required.

- (b) Full-time nurses called in to work on their scheduled day off, where a mutually agreeable alternate day off is not scheduled, shall be paid overtime rate for hours required to be on duty provided that such nurse is normally required to work seventy-five (75) hours in the bi-weekly pay period.
- (c) Part-time nurses will be paid overtime for hours worked in excess of seven and one-half (7½) hours per shift. A part-time nurse who is called in to work on a scheduled day off will qualify for overtime only if she works in excess of seventy-five (75) hours in the bi-weekly pay period.
- (d) Time less than fifteen (15) minutes per day shall not be counted as overtime. Where, however, overtime is payable, payment shall include the first fifteen (15) minutes.
- (e) There shall be no pyramiding of any premium pay (overtime and paid holiday pay etc.)
- (f) A nurse will be paid two (2) times her applicable hourly rate for work performed on an overtime basis on any day that a nurse is receiving payment at the rate of time and one-half.

15.07 Minimum Reporting Allowance

- (a) If a nurse reports for work at the regular scheduled time and no work is available, such nurse will be paid a minimum of four (4) hours' pay at her regular rate provided the nurse has not been previously notified not to report either orally or by message left at her residence.
- (b) This Article does not apply to nurses returning to work without notice after unscheduled absence.

15.08 Call Back Guarantee

- (a) When a nurse, who having left the Manor, is required to work outside of regular hours the minimum payment will be the equivalent of four (4) hours work or one and one-half (1½) times her applicable rate for hours actually worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply in which case the nurse will receive payment at time and one-half (1½) for the hours worked prior to the commencement of her regular shifts.
- (b) No nurse will be assigned to be on call.

- 15.09
- (a)
    - i) The Employer shall post work schedules at least two (2) weeks prior to the effective date of the schedule. The posted schedule shall cover a four (4) week period.
    - ii) Regular part-time nurses may indicate to the Director of Nursing their preference for additional tours of work following the posting of schedules. Where regular part-time nurses have indicated their preference as above, they will be considered prior to casual nurses.  
  
Casual part-time nurses will only be given preference for shifts ahead of regular part-time nurses in accordance with the Employer's memorandum of February 3, 1992 (attached).
    - iii) Requests for specific days off shall be submitted to the Director of Nursing three (3) weeks prior to the effective date of the schedule and a written reply will be given by the Director of Nursing within two (2) weeks of receiving such request.

- (b) Requests for change in posted work schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or shifts and are subject to the discretion of the Director of Nursing. In any event, it is understood that such a change initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any nurse under the terms of this Agreement.
- (c) If a nurse's requests for time off or exchange of shifts results in a conflict with the provisions of this Article the said request and the granting of such shall not be a violation of this Agreement.
- (d) A nurse may be required to work for more than five (5) consecutive days to provide for days off on a consecutive rotation basis of four (4) days off biweekly and shall be taken on such days as shall be specified by the Employer. The Employer to the best extent possible shall arrange shift schedules such that a nurse is not scheduled to work for more than seven (7) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with nurses affected. If a nurse is required to work in excess of seven (7) consecutive days she shall be paid time and one-half (1½) for all days scheduled in excess of seven (7) until a day off is scheduled.
- (e) Nurses may be assigned to all shifts as required. A nurse requesting a specific shift on a permanent basis shall be accommodated when possible. Nurses will not be asked to rotate except on a temporary basis for the purposes of instruction or when regular nurses on other shifts are not available. Current permanent shift arrangements shall be preserved to the extent possible. However, nurses on permanent shifts shall agree to co-operate in assisting the Employer to meet temporary staffing difficulties.
- (f) The order of the shifts shall be considered as Day, Afternoon and Night. The night shift will be considered to have occurred on the calendar day on which it commences.
- (g) At least fifteen and one-half (15½) hours time off shall be scheduled between shifts or change over of shifts. A shorter period of time between shifts or change over of shifts may be scheduled by mutual consent. If the Employer fails to schedule a period of fifteen and one-half (15½) hours off between shifts of duty, the Employer will pay to

the nurse time and one-half (1½) her regular straight time rate for the following tour of duty worked.

- (h) (1) A full-time nurse shall be scheduled every second weekend off.

If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one half (1½) for all hours worked on that weekend and subsequent weekend until a weekend is scheduled off, save and except where:

- (a) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- (b) such nurse has requested weekend work; or
- (c) such weekend was worked as a result of an exchange with another nurse.

- (2) A part-time nurse shall have an average of one (1) weekend off every second week and shall receive premium pay for work on a third consecutive and subsequent weekend except where:

- (a) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
- (b) such nurse has requested weekend work; or
- (c) such weekend was worked as a result of an exchange with another nurse.

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

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

For those employees who have been granted time off at Christmas,

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

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

Regular scheduling may be waived from the 15<sup>th</sup> of December to the 15<sup>th</sup> of January in order to accommodate the employees during this period.

At the request of the employee, the four (4) consecutive days off may be scheduled during the period of December 15<sup>th</sup> to January 15<sup>th</sup> to facilitate their cultural differences replacing the days off noted above.

It is understood and agreed that in order to accommodate the above scheduling, nurses will not be granted vacation leave during the period December 15<sup>th</sup> to January 15<sup>th</sup>.

- (j) Nurses shall not be required to work split tours. In the event a split tour is scheduled the nurse shall receive time and one-half (1½) her regular rate of pay for all hours worked on such a tour.
- (k) Nurses who are required to come in to work with less than two (2) hours' notice, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.

#### 15.10 Job Sharing / Time Sharing

Job sharing shall be interpreted to mean two employees sharing one full-time job (10 shifts bi-weekly). Time sharing shall be interpreted to mean two employees sharing one full line (14 shifts bi-weekly).

Clarifying Note: One full-time and a regular part-time "shadow" does not constitute a time sharing arrangement.

- (a) The introduction of job/time sharing arrangements in a Home will be subject to mutual agreement between the Union and the Employer.

Job/time sharing requests shall be considered on an individual basis. Such approval will not be unreasonably withheld.

- (b) The employees\* involved in job/time sharing are entitled to all the regular part-time provisions except those which are modified as follows:
  - i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
  - ii) Each job/time sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.

\*employees who are currently in a job/time sharing arrangement and are full-time will retain that status and be covered by the full-time provisions of the collective agreement. For clarity, this grandparents employees, not positions. When individuals leave these positions, the vacant position will be posted under (d) and (e) below.

(c) Absences and Leaves

In the event that one member of the job/time sharing arrangement is off due to illness or injury or goes on any other leave of absence, the remaining partner will endeavour to cover all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the absences, she or he must inform the Director of Resident Care or designate.

(d) Implementation

- i) Where the job/time sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job/time sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- ii) An incumbent full-time employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job/time sharing position

will be posted and selection will be made on the criteria set out in the Collective Agreement.

- iii) It is understood and agreed that the arrangement is for a trial period of six (6) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (v) below.
- iv) Where two (2) full-time employees wish to job/time share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the collective agreement.
- v) If one of the job/time sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her/his position. If the remaining employee was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(e) Discontinuation

Either party may discontinue the job/time sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

The shared position would then revert to a full-time position and be posted according to the Collective Agreement. Should the Employer or the Union discontinue job/time sharing, the employees currently working those arrangements will revert to their former status.

Where an employee does not have a former position to return to, the layoff and recall provisions of the collective agreement will apply. Where there remains a vacancy after employees revert to their former position, the vacancy will be posted in accordance with the collective agreement.

## **ARTICLE 16 – HEALTH PROGRAM**

- 16.01 In the event the Home or Legislation requires a nurse to undergo an annual medical examination, the nurse will be given one (1) hour paid time off to see her physician or to undergo the examination in the Home, whichever the nurse prefers. Where the nurse chooses to use her own physician and the physician's report is inadequate and a further consultation is required, then the second visit will be on the nurse's time or during working hours without pay.
- 16.02 A nurse who is required to have a medical examination and/or produces a Doctor's certificate pursuant to this agreement or Provincial legislation, shall be reimbursed by the Employer for such expense upon producing a proper receipt.

## **ARTICLE 17 – MISCELLANEOUS**

- 17.01 The Employer shall provide a bulletin board for the sole use of the Association.
- 17.02 A copy of this Agreement, in a mutually agreed form will be issued to each nurse now employed and as employed, with costs to be shared by the Association and the Employer.
- 17.03 The Employer shall provide adequate parking space to nurses without charge.
- 17.04 Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions and premiums in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies, as above, on the date of termination or within five (5) days thereof.
- 17.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will provide copies of the changes to the Union.
- 17.06 Electronic Grievance Forms
- (a) The parties agree to use the electronic version of the O.N.A. Grievance Form.
  - (b) The parties agree that hard copies of the electronic form are valid for

purposes of Article 9 (grievance procedure).

- (c) Electronic grievances may be sent, via email, to the employer.
- (d) The electronic signature of the Union representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

## **ARTICLE 18 – PROFESSIONAL RESPONSIBILITY**

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

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

- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.  
  
If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.
- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management

Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
  - iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
  - v) Any settlement arrived at under 18.01 (a) i) – iii) shall be signed by the parties.
  - vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "B".

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time

limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

- 18.02
- (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.07.
  - (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario Standards. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her practice.

## **ARTICLE 19 – ORIENTATION & INSERVICE**

- 19.01 A newly employed nurse shall not work in an unsupervised place until oriented to the Home and shall be an additional nurse to the usual staffing pattern. The period of orientation will be a minimum of two (2) days on the day shift, two (2) days on the shift to which she will be assigned if other than the day shift; and prior to being assigned to another shift on a regular basis, two (2) days orientation to that new shift if not previously oriented to the shift.

- 19.02 When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.
- 19.03 The Home shall notify the Association in advance so far as practicable, of any technological changes which the Home has decided to introduce.
- The Home agrees to discuss with the Association the effect of such technological changes on the employment of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- Nurses, who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 10.08 will apply.
- 19.04 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training as may be determined by the Home, will be provided at no cost to the nurses involved.

## **ARTICLE 20 – SICK LEAVE**

- 20.01 Sick leave as provided for in Appendix "C" is payable when a nurse is absent from work due to illness or injury which is not compensable under the *Workers' Compensation Act*.
- 20.02 There shall be no deduction from illness allowance credits when a nurse has completed any portion of a tour.

## **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

- 21.01 The Health and Welfare benefits in effect during the term of this Agreement shall be those set forth in Appendix "C" attached to and forming part of this Agreement.
- 21.02 The Employer may substitute another carrier for any of the foregoing plans

(other than OHIP) provided that the level of benefits conferred thereby is not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

- 21.03 (a) The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefit plans provided for in Appendix "C". Upon request, the Employer will make the plans available to the Association for inspection.
- (b) The Employer shall notify the Association of the name(s) of the carrier(s) who provide the Benefit Plans provided for in Appendix "C". The Employer shall also provide the Association with a copy of all information booklets provided to the nurses.
- 21.04 For the purpose of health and welfare benefits under this Article, dependant coverage is available to the nurse, to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plans.
- 21.05 Provided the Carrier (or carriers) agree to provide such coverage, the Home will extend to a nurse who retires, under the terms of the Home's Pension Plan, and has not yet reached age sixty-five (65), semi-private, extended healthcare and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the Home the full amount of monthly premiums in advance.

## **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 to and forming part of the Agreement.
- 22.02 Placement On Grid
- All changes in salary, whether the result of promotion, demotion, filing with the Employer proof of registration or attainment of a service anniversary, shall be effective on the date of such occurrence.
- 22.03 Effective March 31, 2001 nurses shall receive recognition for previous verifiable recently related nursing experience as follows:
- One (1) annual increment for each year of service to the maximum on the grid.

Currently employed nurses are entitled to change their position on the grid, if appropriate, effective March 31, 2001.

22.04 Nurses who change their status from full-time to part-time and vice-versa will maintain their same level on the salary grid. In addition, a nurse who is so transferred will receive full credit for service accumulated since date of last advancement.

22.05 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act, 1991* and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, she/he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

A nurse who holds a Temporary Certificate of Registration will, for purposes of salary, be paid fifty (50) cents lower than the current start rate.

A nurse who holds a Temporary Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the current Registered Nurse's salary grid which represents an increase in salary. In addition, previous experience credit in accordance with Article 22.03 will be allowed, where applicable.

22.06 New Classification

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change for the new position and the job description will be forwarded to the Association and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration in accordance with the arbitration procedure set out in this Collective Agreement. The salary shall be retroactive to the time the position was first filled by the nurse.

22.07 (a) A nurse who is requested by the Employer to temporarily relieve the Director of Nursing, and who accepts such assignment, shall be paid twelve dollars and fifty cents (\$12.50) for each shift so worked in addition to her regular rate of pay.

Effective April 1, 2021, a nurse who is requested by the Employer to temporarily relieve the Director of Nursing, and who accepts such assignment, shall be paid thirteen dollars and seventy-five cents \$13.75 for each shift so worked in addition to her regular rate of pay.

- (b) One nurse shall receive a responsibility premium of one dollar (\$1.00) per hour when the number of registered staff working in the Manor on evening or night shift, weekends and paid holidays is reduced by two (2) from the normal registered staffing level.

- 22.08
- (a) Effective April 1, 2020, a nurse shall be paid a shift premium of two dollars and nine cents (\$2.09) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and thirty-four cents (\$2.34) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

Effective on April 1, 2022, a nurse shall be paid a shift premium of two dollars and eighteen cents (\$2.18) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and forty-three cents (\$2.43) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

- (b) Effective April 1, 2020, a nurse shall be paid a weekend premium of two dollars and fifty-nine cents (\$2.59) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2021, a nurse shall be paid a weekend premium of two dollars and sixty-one cents (\$2.61) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2022, a nurse shall be paid a weekend premium of two dollars and seventy cents (\$2. 70) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is

receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

#### 22.09 Retroactivity

Increases to the salary schedule shall be retroactive and apply to all nurses in the Bargaining Unit as of April 1, 2020 on the basis of each hour paid to them from April 1, 2020 to the date the salary rates are increased. Such retroactive pay shall be paid out within three (3) pay periods (approximately six [6] weeks) of the date of ratification by the Association or the award of the Board. Any employee hired since that date shall be entitled to retroactivity as from the date of hire.

The Employer shall be responsible to contact, in writing, at their last known addresses, any nurses who have left the employment of the Manor since April 1, 2020 to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following ratification by the Association or the award of the Board. Such nurses will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter. The retroactive payment shall be on a separate cheque.

#### 22.10 Anniversary Date

Annual increments shall be paid on each full-time nurse's anniversary date of employment, and after each fifteen hundred (1500) paid hours in the case of part-time nurses. For the purpose of this Article "paid hours" will also include hours on a pregnancy/parental leave in accordance with the *Employment Standards Act*.

### **ARTICLE 23 – DURATION**

23.01 This Agreement shall continue in effect until March 31, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

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

Dated at Lincoln, Ontario this 23<sup>rd</sup> day of December, 2022.

FOR THE EMPLOYER

Saad Akhter  
CEO

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Adele Churchill  
Labour Relations Officer

Laura Jarnevic, RN  
Bargaining Unit President

\_\_\_\_\_

## **APPENDIX "A" – SALARY SCHEDULE**

### **A.01 REGISTERED NURSE - Full-Time**

<u>Registered Nurse</u>	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>
Start	\$33.56	\$33.90	\$34.24
After 1 Year	\$33.72	\$34.06	\$34.40
After 2 Years	\$34.28	\$34.62	\$34.97
After 3 Years	\$35.98	\$36.34	\$36.70
After 4 Years	\$37.67	\$38.05	\$38.43
After 5 Years	\$39.79	\$40.19	\$40.59
After 6 Years	\$41.94	\$42.36	\$42.78
After 7 Years	\$44.08	\$44.52	\$44.97
After 8 Years	\$47.22	\$47.69	\$48.17
After 25 Years	\$48.05	\$48.53	\$49.02

The hourly salary rates, inclusive of the percentage in lieu of fringe benefits (which includes insured benefits, sick pay, weekly indemnity and holiday pay) in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Home's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

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

**APPENDIX "B" – CHAIRPERSONS**

The parties are agreed that the list of Chairpersons for the Independent Assessment Committee as provided in Article 18 of this Agreement shall be:

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

## **APPENDIX "C" – HEALTH AND WELFARE AND SICK LEAVE**

### **AMENDMENTS TO BE EFFECTIVE AS SOON AS POSSIBLE FOLLOWING RATIFICATION**

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

- (a) The Home agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Ontario Health Insurance Plan.
- (b) The Home agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Extended Health Care Benefits Plan. In addition to the standard benefits, coverage will include hearing aids \$350/person every 5 years; effective June 15, 2016, vision care (maximum \$300/every 24 months); effective first full month after ratification, vision care (maximum \$350/every 24 months); and Drug Formulary 3.

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Chiropractic, massage therapy and physiotherapy osteopathic, naturopath and podiatrist (maximum of \$500/insured person annually for each service)

Other details of the Plan are set out below:

- Home Private nursing \$25,000 per year
- Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.
- an annual standard deductible of \$15 single, \$25 family will apply

- Dispensing fee maximum of \$9.00 per script
- (c) The Home agrees to contribute 100% of the billed premium towards coverage of eligible nurses in the active employ of the Home for a group life insurance plan with insurance in the amount of twice (2x) the nurse's annual straight-time salary. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled
- (d) The Home agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Dental Plan based on the current ODA fee schedule, and provide for recall oral examination to be covered once every twelve (12) months (adults only).

Other details of the Plan are set out below:

- 80%\_ of coverage for checkups, fillings, minor surgery, endodontics, periodontics, and denture repairs
- 50%\_ coverage for dentures and bridgework
- Remove fluoride treatment for adults
- Bitewing x-rays every 24 months for adults and every 9 months for children
- Full mouth x-ray every 36 months
- Effective first full month following ratification, Overall Dental Maximum of \$1,750 per calendar year (from \$1500)

For full details see Group Benefits Book.

Pension – United Church Pension Plan. The employee pays 6% of this amount into the Pension Plan and the Employer pays 9% of that amount to the Plan.

### SICK DAY PLAN

For Full-Time R.N.s at the beginning of each year the R.N. is credited with twenty-one (21) sick days. For individual days of sick leave the R.N. is paid her full salary. If the R.N. is able to claim Weekly Indemnity from Mutual Life (1st day hospital and injury, 4th day illness) the amount received from the insurance company by the employee is signed over to the Employer as the employee is being paid one hundred percent (100%) of wages through the payroll. Further, that in the case of major surgery or major illness the full salary be made up for a maximum period of three (3) months.

Weekly Indemnity 66-2/3% of earnings to

Waiting period – 4 days for sickness, none for accident or hospitalization.

### Benefit Period – 26 weeks

No sick pay benefit is payable under the plan for the first fifteen (15) hours of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1 through March 31).

### Benefits at Age 65

- (a) The following will be administered subject to the provisions of the Human Rights Code.

Effective December 12, 2006, notwithstanding Appendix “C”, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- EHC
- Reduce life insurance by 50% to the equivalent of one times (1x) salary
- Dental

- (b) Effective date of ratification, full-time employees who continue to be employed past age 65 shall be given a one-time option to continue with the benefits as described in part (a) above, or the employee can elect to receive the percentage in-lieu as per Schedule “A” for all items now included in the payment.

For clarity, once the full-time employee has elected to no longer receive benefits, the employee will not be able to participate in the benefit plans at a subsequent date.

- (c) In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Schedule “A” for all items now included in the payment.

## LETTER OF UNDERSTANDING

BETWEEN:

**ALBRIGHT GARDENS HOMES INC.**  
(Hereinafter referred to "the Employer")

AND:

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

RE: Article 2.07 (a)

For employees who become full-time following ratification, pro-ration of premiums for benefits for full time nurses who opt to work less than 75 hours bi-weekly and greater than 60 hours bi-weekly (as defined in Article 2.07 (a). The pro-ration would apply to all benefits including vacation and the 21 day sick plan. It is agreed, however, that for unique reasons, Laura Jarnevic is excluded from the proration of benefits.

Dated at Lincoln, Ontario this 23<sup>rd</sup> day of December, 2022.

FOR THE EMPLOYER

Saad Akhter  
CEO

\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION

Adele Churchill  
Labour Relations Officer

Laura Jarnevic, RN  
Bargaining Unit President

\_\_\_\_\_

## LETTER OF UNDERSTANDING

BETWEEN:

**ALBRIGHT GARDENS HOMES INC.**  
(Hereinafter referred to "the Employer")

AND:

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

RE: Infection Control

The employer undertakes that it will not oppose an initiative by the ONA Representative on the Joint Health & Safety Committee to review the established infection prevention and control measures as they relate to employee safety.

Dated at Lincoln, Ontario this 23<sup>rd</sup> day of December, 2022.

FOR THE EMPLOYER

Saad Akhter  
CEO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Adele Churchill  
Labour Relations Officer

Laura Jarnevic, RN  
Bargaining Unit President

\_\_\_\_\_

## LETTER OF UNDERSTANDING

BETWEEN:

**ALBRIGHT GARDENS HOMES INC.**  
(Hereinafter referred to "the Employer")

AND:

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

RE: Occupational Health and Safety

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.
- Violence Prevention and Control

Dated at Lincoln, Ontario this 23<sup>rd</sup> day of December, 2022.

FOR THE EMPLOYER

Saad Akhter  
CEO

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION

Adele Churchill  
Labour Relations Officer

Laura Jarnevic, RN  
Bargaining Unit President

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN:

**ALBRIGHT GARDENS HOMES INC.**  
(Hereinafter referred to "the Employer")

AND:

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

RE: Harassment and Discrimination

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

Dated at Lincoln, Ontario this 23<sup>rd</sup> day of December, 2022.

FOR THE EMPLOYER

Saad Akhter  
CEO

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\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

Adele Churchill  
Labour Relations Officer

Laura Jarnevic, RN  
Bargaining Unit President

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**LETTER OF UNDERSTANDING**

BETWEEN:

**ALBRIGHT GARDENS HOMES INC.**  
(Hereinafter referred to "the Employer")

AND:

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

RE: Scheduling and Call-In Procedure

The parties agree to meet within 60 days of the ratification of this agreement to discuss the above LOU. (ONA maintains its position related to the LOU).

Dated at Lincoln, Ontario this 23<sup>rd</sup> day of December, 2022.

FOR THE EMPLOYER

Saad Akhter  
CEO

Joanne Cartmer  
Administrator

\_\_\_\_\_

FOR THE UNION

Adele Churchill  
Labour Relations Officer

Laura Jarnevic, RN  
Bargaining Unit President

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## CONSENT TO ALTER AGREEMENT

BETWEEN:

### ALBRIGHT GARDENS HOMES INCORPORATED

(Hereinafter referred to as the "Employer")

And:

### ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as the "Union")

This agreement will outline the changes to the Collective Agreement between the parties. Retroactivity on wage increase shall be paid within 3 pay periods from the date of signing of this Consent to Alter.

The parties also agree to make these changes to the Collective Agreement.

1. **Article 22.08:** Amend to read:

22.08 (a) Effective April 1, 2020, a nurse shall be paid a shift premium of two dollars and nine cents (\$2.09) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and thirty-four cents (\$2.34) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

**Effective on April 1, 2021, a nurse shall be paid a shift premium of two dollars and forty-four cents (\$2.44) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.**

Effective on April 1, 2022, a nurse shall be paid a shift premium of two dollars and eighteen cents (\$2.18) per hour for each hour worked

which falls within the hours defined as an evening shift and two dollars and forty-three cents (~~\$2.43~~) **forty four (\$2.44)** for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

- (b) Effective April 1, 2020, a nurse shall be paid a weekend premium of two dollars and fifty-nine cents (\$2.59) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2021, a nurse shall be paid a weekend premium of two dollars and ~~sixty-one cents (\$2.61)~~ **sixty-nine cents (\$2.69)** per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Effective April 1, 2022, a nurse shall be paid a weekend premium of two dollars and ~~seventy cents (\$2.70)~~ **ninety three cents (\$2.93)** per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. If a nurse is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

2. **Appendix A:** Amend to read:

“Salary Schedule”

**APPENDIX "A" – SALARY SCHEDULE**

A.01 REGISTERED NURSE - Full-Time

<u>Registered Nurse</u>	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>
Start	\$33.81	\$34.49	\$35.52
After 1 Year	\$33.97	\$34.65	\$35.69
After 2 Years	\$34.53	\$35.22	\$36.28
After 3 Years	\$36.24	\$36.96	\$38.07

After 4 Years	\$37.95	\$38.71	\$39.87
After 5 Years	\$40.09	\$40.89	\$42.12
After 6 Years	\$42.25	\$43.10	\$44.39
After 7 Years	\$44.40	\$45.29	\$46.65
After 8 Years	\$47.57	\$48.52	\$50.85
After 25 Years	\$48.40	\$49.37	

The hourly salary rates, inclusive of the percentage in lieu of fringe benefits (which includes insured benefits, sick pay, weekly indemnity and holiday pay) in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Home's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

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

3. **Appendix C:** Amend to read:

**APPENDIX "C" – HEALTH AND WELFARE AND SICK LEAVE**

**AMENDMENTS TO BE EFFECTIVE AS SOON AS POSSIBLE FOLLOWING RATIFICATION**

The Home agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Home under

the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Home agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Ontario Health Insurance Plan.
- (b) The Home agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Extended Health Care Benefits Plan. In addition to the standard benefits, coverage will include hearing aids \$350/person every 5 years; effective June 15, 2016, vision care (maximum \$300/every 24 months); effective first full month after ratification, vision care (maximum \$350/every 24 months); and Drug Formulary 3.

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Chiropractic, massage therapy and physiotherapy osteopathic, naturopath and podiatrist (maximum of \$500/insured person annually for **osteopathic, naturopath and podiatrist and a maximum of \$550/insured person annually for chiropractic, massage therapy and physiotherapy** ~~each service~~) for each service.

**Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Workers (MSW) with no annual maximum.**

Other details of the Plan are set out below:

(...) Remainder of Appendix remains unchanged.

DATED this 13 day of September 2023.

**ON BEHALF OF THE UNION:**

Adele Churchill  
Labour Relations Officer

**ON BEHALF OF THE EMPLOYER:**

Saad Akhter  
CEO, Albright