

COLLECTIVE AGREEMENT

BETWEEN:

ALGOMA MANOR
[hereinafter referred to as the “Employer”]

AND:

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

EXPIRY: March 31, 2023

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	2
ARTICLE 4 - DEFINITIONS	3
ARTICLE 5 - RELATIONSHIPS	4
ARTICLE 6 - NO STRIKES OR LOCKOUTS	5
ARTICLE 7 - UNION SECURITY	5
ARTICLE 8 - UNION COMMITTEES AND REPRESENTATION.....	6
ARTICLE 9 - GRIEVANCE PROCEDURE	12
ARTICLE 10 - PROFESSIONAL RESPONSIBILITY	16
ARTICLE 11 - ACCESS TO FILES	19
ARTICLE 12 - SENIORITY.....	20
ARTICLE 13 - LEAVES OF ABSENCE	27
ARTICLE 14 - SICK LEAVE	36
ARTICLE 15 - HOURS OF WORK.....	39
ARTICLE 16 - PREMIUM PAYMENT	43
ARTICLE 17 - PAID HOLIDAYS	48
ARTICLE 18 - VACATIONS	50
ARTICLE 19 - HEALTH AND WELFARE BENEFITS.....	54
ARTICLE 20 - MISCELLANEOUS.....	56
ARTICLE 21 - COMPENSATION.....	57
ARTICLE 22 - WAGES	61
ARTICLE 23 - DURATION	61
ARTICLE 24 – MODIFIED WORK/RETURN TO WORK PROGRAMS.....	61
ARTICLE 25 - APPENDICES	62
SIGNING PAGE.....	63
APPENDIX 1 – RATES OF PAY	64
APPENDIX 2 – GRIEVANCE FORM.....	65
APPENDIX 3 – ALGOMA DISTRICTS HOMES – LIST OF CHAIRPERSONS.....	66
ASSESSMENT COMMITTEE	66
LETTER OF UNDERSTANDING	67
Re: Extended Tours	67
LETTER OF UNDERSTANDING	69
Re: Job Sharing	69
LETTER OF UNDERSTANDING	69
Re: Mentorship.....	70
LETTER OF UNDERSTANDING	75
Re: Supernumerary Positions	75

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain effective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes; and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Union as the bargaining agent for all registered nurses and temporary registrants employed in a nursing capacity by Algoma District Home for the Aged at Thessalon, save and except the Director of Nursing and Assistant Director of Nursing, persons above the rank of Director of Nursing and Assistant Director of Nursing.
- 2.02 (a) Employees excluded from the Bargaining Unit shall not perform duties normally performed by nurses in the Bargaining Unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the Bargaining Unit.
- (b) Should the Employer enter into any service agreement with the Ministry of Health in respect of residents cared for by members of this Bargaining Unit, the Employer will provide to the Union copies of any documents or material which it is required to post in the Home pursuant to the *Long Term Care Homes Act* or any successor legislation.
- 2.03 **Minimum Staffing**
- (a) The Employer agrees to employ sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.
- (b) i) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that

were scheduled in the last week ending prior to June 26, 2012 (201.75 hours). For clarity, this includes existing vacancies.

- ii) 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.
- iii) 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.
- iv) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of prior to current expiry date of the Collective Agreement, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is appropriate
- v) If there is any other reason for the failure to staff in accordance with this Article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- vi) 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.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without limiting the generality of the foregoing, the right to hire, suspend, discharge, promote and discipline any Nurse, and to determine in the interest of efficient operation and highest standard of services, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for the service subject to terms of this Agreement. The right to suspend, discharge and/or discipline any nurse must be for just cause.
- 3.02 Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and the regulations to be observed by the nurses shall not be inconsistent with the provisions of this Agreement. These rights shall be exercised consistent with the provisions of this Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time nurse is defined as one who is regularly scheduled seventy-five (75) hours on a biweekly basis.
- 4.02 (a) A regular part-time nurse is defined as one who is regularly scheduled less than seventy-five (75) hours on a bi-weekly basis.
- (b) A casual part-time nurse is defined as one who is called to work on a call in basis, but who does not work a regular schedule. A casual nurse may be placed on the scheduled for brief periods of time with her agreement in the event the shifts which she is filling in are known in advance. A casual employee has the option of refusing work when it is made available to her.
- 4.03 (a) A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professionals Act* and the *Nursing Act*.
- (b) A Nurse is required to present to the Director of Nursing or her designate on or before February 15th of each year evidence that her Certificate of Competence is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Competence to remain in effect. If the nurse's Certificate of Competence is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her Certificate of Competence has been reinstated, she shall be reinstated to her position effective upon presenting such evidence.
- Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the Employer will result in the nurse being deemed to be no longer qualified and she shall be terminated from the employ of the Employer. Such termination shall not be the subject of grievance or arbitration.
- 4.04 A Registered Nurse (Temporary) is defined as a nurse with certification incomplete who has graduated from a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Employer. Such termination shall not be subject matter of grievance or arbitration procedure.

ARTICLE 5 - RELATIONSHIPS

- 5.01 The Employer and the Union agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Union agrees there will be no Union activity, meetings, solicitation for membership, or collection of Union dues on Employer's premises or during working hours except with the written permission of the Employer.
- 5.03 (a) It is agreed that there will be no discrimination or harassment by either party or by any of the nurses covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, gender identity, gender expression, marital status, age, political or religious affiliation, sexual orientation, family status, disability, record of offences or any other factor which is not pertinent to the employment relationship.
- (b) The terms set out in this Article will be defined as in the Ontario Human Rights Code.
- (c) A nurse who believes she has been harassed contrary to the terms of the code, or of the *Occupational Health and Safety Act*, shall follow the process set out in the Grievance Procedure under Article 9 of this Agreement prior to filing a complaint with the Ontario Human Rights Commission.

NOTE 1: Workplace harassment means:

- (a) 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, or

Workplace sexual harassment:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender, identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or

ought reasonably to know that the solicitation or advance is unwelcome.

Ref: Occupational Health and Safety Act, Sec. 1 (1).

5.04 Whistle Blowing Protection

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

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockouts" shall bear the meaning given in the *Ontario Labour Relations Act R.S.O. Chapter 232* as amended.

ARTICLE 7 - UNION SECURITY

7.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the Bargaining Unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month. The deduction period for an employee may be extended where the employee does not receive pay in a particular month.

7.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.

7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

7.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name, employee number) from whom deductions were made, their telephone number, and

the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. The list shall also include name changes, deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Employer shall provide the information provided in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit, cheque date and number as well as payroll contact information

7.06 The Employer agrees that an officer of the Union or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be mutually arranged.

7.07 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 8 - UNION COMMITTEES AND REPRESENTATION

8.01 Nurse Representatives

The Employer agrees to recognize one nurse representative, to be elected or appointed by the Union. The Union shall advise the Employer of the name of the nurse representative.

8.02 Grievance Committee

The Employer will recognize a grievance committee of one nurse employed by the Employer. This committee will represent both full and part-time nurses.

8.03 It is agreed that nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

8.04 Employer-Union Committee

(a) There shall be an Employer-Union Committee comprised of representatives of the Employer, one of which shall be the Director

of Nursing or her designate and one other, and of the Union, one of which shall be the Local President or her designate and one other.

- (b) The Committee shall meet a minimum of four (4) times per year unless otherwise agreed, and as required under Section 10.01 (Professional Responsibility clause) or Section 12.08 (Lay-off clause). The duties of the Chairperson shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. Secretarial services will be provided by the Employer. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendation on matters of concern including the quality and quantity of nursing care;
 - ii) dealing with complaints referred to it in accordance with the provisions of Article 10.01 Professional Responsibility;
 - iii) discussing and reviewing matters relating to orientation and in-service programmes;
 - iv) dealing with proposed lay-offs in accordance with the provisions of Article 12.08.
 - v) The parties further agree that suitable subjects for discussion at the joint labour management committee will include aggressive residents.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

8.05 Negotiating Committee

The Employer agrees to recognize a negotiating committee of not more than two (2) nurses employed by the Employer for the purpose of negotiating a renewal Agreement. The Employer agrees to pay members of the negotiating committee for scheduled hours missed as a result of time spent in directly negotiating for the renewal of a Collective Agreement with the Employer, up to but not including mediation/arbitration.

Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home in order to prevent and reduce accidents, injury, and illness. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- (b) 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 reasonably accessible personal protective equipment (PPE) that reduces the risk and protects employees.
 - i) 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.
 - ii) 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.
 - ii) The Home will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.
 - iv) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- (c) For any other information required by OHSA and its Regulations will be provided as follows; if no one is available to act as the ONA JHSC member, then JHSC committee information will be provided to the ONA Bargaining Unit President (BUP) or if no BUP is available, then the LRO.
- (d) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees. The employee shall comply with the *Occupational Health and Safety Act* and its Regulations.

- (e) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (f) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (g) Meetings shall be held every third month 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.
- (h) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least (1) calendar year from the date of appointment. Time off for such representative to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted and any representative attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (i) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (j) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (k) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (l) Where the Employer identifies high risk areas where nurses are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the nurses.
- (m) The parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick and other sharps injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace

- 8.07 The parties to this Agreement recognize and embrace the value of promoting an environment that supports continuous learning and enhanced opportunities for career development. Accordingly, the Union agrees to encourage its members to cooperate with Employer requests to identify or suggest learning needs. The Employer will consider all such requests when developing learning programs in the facilities.
- 8.08 The Union shall keep the Employer notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Bargaining Unit appointed or selected under this Article as well as the effective date of their respective appointments.
- 8.09 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Bargaining Unit.
- 8.10 The Employer agrees to give representatives of the Ontario Nurses' Union access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.
- 8.11 Where a nurse makes prior arrangements for time off from a tour of duty to attend to Union business, the nurse shall not be scheduled to work another tour that day, however, if the need arises and the nurse is agreeable, she may be called in to work.
- 8.12
- (a) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the employer will follow to address the legitimate health and safety concerns of the employees presented in that forum. It is understood that all such occurrences will be reviewed at the Resident Care Conference.
 - (b) The parties further agree that suitable subjects for discussion at the Employer-Union Committee will include aggressive residents.
 - (c) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted while performing his/her work for

the Employer. 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 nurse who believes he/she has been subjected to such incidents shall report this to a supervisor who will make every reasonable effort to rectify the situation.

- (d) The Employer agrees to develop formalized policies and procedures in consultation with the Accident Prevention - 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 nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses. The parties will consider appropriate measures and procedures in consultation with the Joint Health and Safety Committee to address violence in the workplace, which may include, among other measures and procedures:
 - i) Alert employees about a person with a known history of aggressive and responsive 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,
 - iii) Reporting all incidents of workplace violence,
 - iv) Long-term care home wide violence risk assessments.
- (e) The Employer will report all incidents of violence to the Accident Prevention - Health and Safety Committee for review.
- (f) 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.
- (g) Subject to any applicable legislation, the Employer, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.

- (h) The Employer will provide reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, or false teeth, ripped uniforms, personal clothing as a result of being assaulted while performing his or her work.

8.13 All joint Employer and Union meetings noted above shall be scheduled, where practical, during the employee's working hours. Where, in the opinion of the Employer it is operationally necessary, relief staff will be provided during such meetings.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.

9.03 It is the mutual desire of the parties hereto that complaints of nurses regarding the Collective Agreement shall be adjusted as quickly as possible and it is understood that a nurse has no grievance until she has first given her Director of Nursing opportunity of adjusting her complaint. Such complaint shall be discussed with her Director of Nursing or designate within nine (9) calendar days after the circumstances giving rise to it having occurred and the Director of Nursing or designate shall reply within nine (9) calendar days. It shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step 1: The nurse may submit a written grievance signed by her to the Director of Nursing or designate. The Director of Nursing or designate will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement then:

Step 2: Within nine (9) calendar days following the decision under Step No. 1 the nurse may submit the written grievance to the Administrator or designate. The parties will, if either party requests, meet to discuss the grievance at a time and place suitable to both parties. The parties may also agree to discuss the grievance by teleconference in order to ensure a timely review of the grievance. The Administrator or designate will deliver the decision in writing nine (9) calendar

days from the date on which the written grievance was presented.

- 9.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local President or her designate.
- 9.05 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 signed by each nurse who is grieving to the Director of Nursing or his/her designate within fourteen (14) calendar 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. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.06 The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith,
 - (b) exercising a right under this Agreement.

The Employer agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below

The Employer agrees to provide written reasons within seven (7) calendar 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.

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 nine (9) calendar 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.

9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the Employer shall be entitled to serve written notice on the Union that the grievance shall be deemed to have been abandoned unless a written request for arbitration is received by the Employer within fourteen (14) calendar days of the receipt of the notice by the Union.

9.08 All Agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.

9.09 Grievances shall be on a form mutually agreed upon by the parties.

9.10 (a) When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement and within eighteen (18) calendar days name a nominee. Within eighteen (18) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of thirty (30) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

(b) Within ten (10) days of the receipt of notice referred to in Article 9.10 (a) either party may require a process for a sole arbitrator where the grievance concerns:

- i) job posting

- ii) a short term layoff
- iii) responsibility pay, premiums, overtime and call-in pay
- iv) entitlement to leave
- v) scheduling issues
- vi) any other grievance as mutually agreed

All references in Article 9 to an Arbitration Board shall be taken to include a sole arbitrator.

Once appointed, the sole Arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement, as long as such settlement is consistent with Article 9.13.

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 9.18 will apply to this Article.

- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 9.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 9.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48.16 of the *Labour Relations Act*.
- 9.17 Upon request a representative of the Union, as outlined in Article 8.05, may be present at any step of the grievance procedure.

- 9.18 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

- 10.01 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/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper resident care, she/he 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 Employer-Union Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Employer-Union Committee shall convene a meeting of the Employer-Union Committee within twenty (20) calendar days of the filing of the complaint. The Employer-Union 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 10.01 (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 Employer-Union 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 "2".
- 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.

10.02 Orientation and In-Service Programme

The Employer recognizes the need for an Orientation Programme taking into consideration the needs of the Employer and the nurses involved. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.

10.03 A newly employed employee shall not be placed in charge, until she has been fully oriented to the home. It is understood that such nurse may be assigned to any tour as part of her orientation program providing such assignment is in accordance with any scheduling regulations or objectives contained in this Collective Agreement. Regular part-time nurses who are employed at other agencies may agree to waive scheduling regulations to accommodate the orientation process.

10.04 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:

- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
- (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
- (c) She shall be an additional employee to the usual staffing pattern.
- (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (e) The employee may request up to three (3) additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.

10.05 Nurses recalled from lay off under Section 12.07 (a) and nurses whose probationary period has been extended under Section 12.01 may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

10.06 (a) Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for

their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Employer. Available programmes will be publicized.

- (b) Each Nurse has the right to request leave with no loss of salary to a maximum of three (3) working days per year to attend professional development courses at the nurse's own expense, provided that the course is approved by the Employer and that such leave does not interfere with the efficient operations of the Employer. The nurse shall provide the Employer with as much notice as is practicable to ensure that replacement staff are provided.

10.07 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Employer policy related thereto.

10.08 When a nurse is on duty and authorized to attend any in service program within the Home and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Employer to attend courses (other than those necessary to maintain her level of competency in accordance with the Standards of Nursing Practice from the College of Nurses) outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay. Nurses shall be responsible for maintaining their levels of competency in accordance with the Standards of Nursing Practice from the College of Nurses.

10.09 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

10.10 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

ARTICLE 11 - ACCESS TO FILES

11.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood

that such evaluations do not constitute disciplinary action by the Employer against the nurse. Each nurse shall have reasonable access to all her files for the purposes of reviewing their contents in the presence of her supervisor. A copy of any evaluation will be provided to the nurse at her request. No document shall be used against a nurse where it has not been brought to her attention within thirty (30) days of the occurrence.

- 11.02 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 the nurse's record has been discipline free for a one year period.

ARTICLE 12 - SENIORITY

- 12.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Employer, the probationary nurse and the President of the Bargaining Unit or her designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension.
- (b) A nurse who transfers from part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked during the nine months immediately preceding the transfer shall be credited towards the probationary period to a maximum of 40 tours (or 300 hours).
- 12.02 (a) A seniority list shall be established for all nurses covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the President of the Bargaining Unit or her designate in January and July of each year indicating this seniority ranking of the Bargaining Unit members as of December 31 and June 30 respectively. A copy of the seniority list shall also be posted at the same time.

- (b) Once posted a nurse will have a period of thirty (30) calendar days to make a written complaint about her seniority as recorded. If the Employer's response to such complaint is not satisfactory to the nurse, she is entitled to file a grievance under Article 9 of this Agreement. Otherwise the nurse's seniority shall also be deemed to be accurate as of the posting date.

12.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time. A nurse whose status is changed from full-time to part-time, shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

12.04 Full-time: If a nurse's absence without pay from the Employer including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided 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. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage. Such payment shall be paid to the Employer by the 15th of the benefit month.

Notwithstanding this provision, seniority shall accrue 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, subject to Article 12.05.

Notwithstanding this provision, seniority and service will accrue and the Home will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 13.07 and for a period of up to sixty-one (61) weeks while a nurse is on parental leave under Article 13.08. Seniority and service will accrue for an adoptive parent or natural father for a period of up to seventy-eight (78) weeks while such nurse is on a parental leave under Article 13.08.

NOTE: The accrual of seniority and service for employees on pregnancy and parental leave applies to both full-time and part-time employees.

Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

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

12.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) leaves of her own accord
- (b) is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) has been laid off for thirty (30) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate resident care, unless a satisfactory reason is given to the Employer;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying her Employer of such absence and providing a reason satisfactory to the Employer;
- (f) fails to return to work (subject to the provisions of 12.05 (e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) has been absent and in receipt of WSIB benefits, or absent due to due to sickness, accident or disability not paid by the Employer, in excess of thirty-six (36) calendar months from the time such absence commenced and there is no reasonable likelihood the employee will return to work in the foreseeable future.

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

- 12.06 (a) Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

Nurses shall be selected for positions under either 12.06 (a) or (b) on the basis of their skill, ability, experience and qualification. Where these factors are relatively equal amongst the nurses considered seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs the most senior applicant, regardless of her ONA Bargaining Unit, at the Home will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Employer will attempt, during the first thirty-five (35) tours (262.50 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job and the filling of the subsequent vacancies will likewise be reversed.

- (b) Full-time: An application for transfer system will be established. Under such a system, any nurse will be able to fill out an appropriate form indicating her interest in working elsewhere in the Home and her application shall be considered as though she had made it at the time of posting, when a permanent or temporary vacancy occurs, as has been posted.
- (c) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leave of absence (including maternity) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to part-time nurses in the Bargaining Unit on the basis of seniority who are qualified to perform the work in question prior to utilizing Non-Bargaining Unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Upon completion of the temporary vacancy, the Employer will return the replacing nurse to her former status.

- (d) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the position.
- (e) The name of the successful applicant will be posted by the Employer. A nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.
- (f) At the request of the nurse, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (g) Part-time nurses who relieve full-time temporary positions will remain covered by the part-time Collective Agreement and be paid percentage in lieu of benefits.
- (h) Notwithstanding the entry to practice (baccalaureate degree in nursing which will become effective in 2005) the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

12.07

- (a) A lay-off of nurses shall be made on the basis of seniority.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (c) Lay-offs of a regular part-time or full-time position and recall of a regular part-time or full-time position shall be made on the basis of seniority,
- (d) Subject to the foregoing, probationary nurses shall be first laid off followed by those who work casual part-time shifts.
- (e) All part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and part-time categories before any new nurse is hired into either category.
- (f) Nurses shall have the following entitlements in the event of a long term or permanent layoff;
 - (i) accept the layoff; or
 - (ii) opt to retire if they can do so under the terms of the Pension Plan; or

- (iii) exercise the right to bump another nurse who has less seniority in the bargaining unit.

The decision of the nurse to choose (i), (ii) or (iii) above shall be given in writing to the Administrator or designate within three (3) calendar days unless otherwise mutually agreed of the nurse having received personal, written notice of lay-off. A nurse failing to do so will be deemed to have accepted the lay-off unless she/he has a reasonable excuse for the failure to notify.

- (g) When a nurse declines an offer of recall, to a temporary position the nurse retains her/his position on the recall list.
- (h) A nurse who has been laid off and is given written notice of recall by registered mail shall, within ten (7) calendar days of having received the notice, inform the Employer of her/his intention to return to work within twenty (14) calendar days of giving the Employer notification.
- (i) A nurse who exercises her bumping rights and/or is recalled to a position shall be provided with orientation and/or training as mutually agreed between the nurse and the Director of Nursing.

12.08 In the event of a proposed layoff at the Home of a permanent or long term nature, the Employer will:

- (a) provide the Bargaining Unit and Union with no less than three (3) months notice of such layoff, and
- (b) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof. This notice is not pyramided on the notice in 12.08 a) above.
- (c) A nurse with five or more years of service with the Employer since the date of last hire, who receives a notice of any layoff will be entitled to severance pay in accordance with the *Employment Standards Act*. Should the nurse elect to retain rights of recall any severance to which she might otherwise be entitled shall be held in trust and be paid out to her only in the event she is not recalled in accordance with the Collective Agreement. Should a nurse elect to forgo her right to recall, and be deemed to have resigned, any severance to which she is entitled as a result of the layoff will be paid to her within seven (7) days of her last day of the effective date of her resignation.

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

- (d) In the event of a bed cut-back or a cut-back in service which will result in displacement of staff, the Employer will provide the Bargaining Unit and the Union with reasonable notice. If requested, the Employer will meet with the Bargaining Unit and the Union through the Employer-Union Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the Bargaining Unit.

Any agreement between the Employer and the Bargaining Unit resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.

Notice of short term layoff shall be in accordance with the provisions of the *Employment Standards Act*.

- (e) Full and part-time nurses on short term or long term lay-off may notify the employer of their interest in accepting occasional vacancies and/or temporary vacancies which may arise.
- (f) For the purpose of this Article, an “occasional vacancy” shall mean an assignment which is anticipated not to exceed the three shifts (37.5 hours) and “temporary vacancy” shall mean an assignment which is anticipated to exceed three shifts (37.5) hours.
- (g) All shifts for both occasional and temporary vacancies in either a short-term or long-term lay-off will be offered in order of seniority to full-time and regular part-time employees then to casual employees in order of seniority.
- (h) The acceptance of a temporary vacancy that is anticipated to exceed sixty (60) calendar days shall be considered a recall from lay-off for purposes of Article 12.05 (c). No new notice of lay-off will be required and the nurse will be deemed to be laid off at the conclusion of the temporary vacancy.
A full-time nurse on lay-off who accepts a temporary full-time vacancy within thirty (30) days of the effective day of lay-off will continue to receive benefit coverage for the duration of the temporary vacancy.

12.09

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

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than fifteen (15) calendar months or in the case of

pregnancy / parental leave up to eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee 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.

The union will be provided notice prior to the commencement of the transfers mentioned above.

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

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of fifteen (15) calendar months or in the case of pregnancy / parental leave up to eighteen (18) months or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 11.19 and/or 20.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 12.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Nursing or her designee. Such requests are to be as far in advance as possible and a written reply will be given within fourteen (14) days except in cases of emergency. Such leave shall not be unreasonably withheld. Personal leave shall be limited to one (1) nurse at any one time.

13.02 (a) Leave for Union Business

The Employer agrees to grant leaves of absence to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committees. The number of nurses granted leave in accordance with this clause will be limited to a total of one (1). As much advance notice as possible but not less than forty-eight (48) hours notice in writing will be given. The cumulative total of thirty-five (35) working days per calendar year will be granted.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Bargaining Unit agrees to reimburse the Employer in the amount of the daily rate of the nurse subject to the provisions of Article 12.04. The Employer will bill the Bargaining Unit within thirty (30) days of expiration of the leave.

The Union recognizes the necessity of the Employer to maintain a suitable work force.

(b) Leave of Absence for Employees who serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union Leave provided in (a) above.

(c) 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) with Algoma Manor, upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

13.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Union, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. 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. Notwithstanding Article 12.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The number of nurses on leave at one time shall be limited to one (1).

13.04 Leave, President, ONA

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Union. Notwithstanding the provisions of Section 12.04, Seniority, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Union. 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.

13.05 Bereavement Leave

- (a) A nurse who notifies the Employer as soon as possible following the death of her parent, spouse, or child (including common-law spouse, same sex partner, step child or step parent, or guardian) shall be granted four (4) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral or equivalent service.
- (b) A nurse who notifies the Employer as soon as possible following the death of her brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in law, brother-in-law, sister-in-law, grandparent or grandchild shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral or equivalent service.

- (c) Where a nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay.
- (d) A nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service for his/her aunt, uncle, niece or nephew.

13.06 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's regular duties at the Home, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty 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 allowance and an official receipt where available.

13.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable position.
- (d) 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 Employer, 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 tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of 60 tours (450 hours for nurses whose regular hours of work are other than the standard work day).

The Employer 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.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer'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 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 based on the employee's normal weekly hours) and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer 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 normal weekly hours for a part-time employee shall be calculated by using the same time period used for the calculation of the employment Insurance benefit.

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

The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly pension contributions if applicable.

13.08

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave. An employee who is eligible for parental leave may extend the parental leave for a period of up to sixty-three (63) weeks.
- (c) 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.
- (d) 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 Employer, 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 tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of 60 tours (450 hours for nurses whose regular hours of work are other than the standard work day).

The Employer 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.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment 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 the *Employment Insurance Act*, shall be paid a supplemental employment 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 based on the employee's normal weekly hours) and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer 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 ten (10) 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 normal weekly hours for a part-time employee shall be calculated by using the same time period used for the calculation of the employment insurance benefit.

The employee does not have any vested right except to receive payments for the covered employment 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.

The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. 10 weeks, in addition to pension contributions if applicable.

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 Home 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*.

- 13.09
- (a) Leave of absence, without pay or without pay, may be granted to employees to attend professional and educational meetings, courses or other events which may be judged beneficial to the employees professional development, especially as it relates to here responsibilities with the Employer.
 - (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees time off work as the result of attending the course.
 - (c) Leave of absences without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged to be beneficial to employee's professional development, especially as it relates to her employment. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.

- (d) Written application for such leaves shall be made by the nurse to the Director of Nursing or her designate. Requests for such leave will not be unreasonably denied.
- (e) A nurse may be granted a leave of absence without loss of earnings from her regularly scheduled working hours for the actual day(s) spent writing examinations required in a recognized course, directly related to the nurses employment with the Employer in which a nurse is enrolled to upgrade her nursing qualifications.

13.10 Pre-paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 680I, 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 number of nurses that may be absent at any one time shall be one (1) full-time and one (1) part-time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Bargaining Unit and the Employer.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her 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 Employer.

- (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 Employer 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 O.M.E.R.S. 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 deferred 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 Employer 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 Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer 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 Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) a statement that the nurse is entering the pre-paid leave program in accordance with Article 13.10 of the Collective Agreement.

- ii) the period of salary deferral and the leave period for which is requested.
- iii) the manner in which the deferred salary is to be held.

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

13.11 Care Leave

An employee is entitled to personal emergency leave in accordance with *Section 50* of the Employment Standards Act. Employees will accrue seniority and service while on such leave.

ARTICLE 14 - SICK LEAVE

FULL-TIME ONLY

14.01 Sick leave is the period of time a nurse is permitted to be absent from work by reason of being sick or disabled or because of an accident which is not compensable under Bill 99 - *Workplace Safety and Insurance Act*.

14.02 The Employer will assume total responsibility for providing and funding a short term leave plan (hereafter the "Plan").

14.03 (a) Rate of Sick Pay Income

When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Benefits, the nurse shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under any other provision of the Collective Agreement if she otherwise qualifies.

(b) Rate and Duration of Benefits

Benefits of eighty percent (80%) of her regular daily earnings are payable for up to two (2) calendar weeks based on a normal five day work week if a nurse is absent owing to illness or injury. The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top up these benefits to seventy percent (70%) of her straight time wages. In the event that the employee does not qualify for E.I. Sick Leave benefits by reason of inadequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness but shall not be eligible for

payment for sickness beyond thirty-two weeks, as set out in (c) below and shall receive no further coverage until such time as she applies for and is in receipt of L.T.D. benefits.

- (c) A nurse who continues absent owing to illness or injury after seventeen (17) weeks shall receive payment from the Employer for a further thirty-five (35) weeks if she was eligible for E.I. Sick Leave benefits. Such payment shall be at the rate of seventy percent (70%) of her straight time wages. If the nurse was ineligible for E.I. benefits she shall continue to receive sick pay at the rate of seventy percent (70%) of her straight time wage for a period of fifteen (15) weeks beyond the period referenced in (b).

(d) Recurrence of Disability

When a nurse returns from an absence due to a Total Disability and works for three (3) continuous weeks, her benefit period for STD will be reinstated in full, however, if within three (3) calendar weeks following her return to work she is disabled from the same or a related cause, only the remainder of the STD benefit period as described in (c) above will apply.

If within three (3) regular work weeks following a return to work, the nurse becomes disabled from an unrelated cause of injury or illness, her benefit period will be reinstated in full. However, if she remains absent from work and she becomes further disabled (due to a related or unrelated cause of injury/illness) the STD benefit period will not be reinstated.

If a nurse returns to work on an approved modified work programme, she is not considered to be Actively at Work. The time spent doing modified work continues to count toward the expiry of the STD benefit period and does not cause it to be reinstated.

(e) Proof of Disability

Proof of Total Disability, such as a doctor's certificate, that is satisfactory to the Employer, is required if a nurse is absent for three (3) days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for the nurse to qualify for benefits.

14.04 The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan. The Employee will pay the balance of the billed premium through payroll deduction. The benefit shall be payable after a fifty-two (52) week period, in accordance with the terms of the Carrier, the

weekly benefit being sixty-six and two thirds percent (66-2/3%) of a nurses salary, to a maximum of \$4,500 per month effective August 1, 2006.

- 14.05 Any dispute concerning a nurse's entitlement to short term or long term benefits under the Plan may be subject to a grievance and arbitration under the provisions of this Collective Agreement.
- 14.06 For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tours in the nurses bi-weekly pay period for the duration of the STD coverage as outlined above. All other provisions of the existing plan shall apply mutatis mutandis.
- 14.07 Absences due to pregnancy related illnesses shall be considered as sick leave under the Plan.
- 14.08 A nurse who is absent from work as a result of an illness or injury sustained at work who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the nurse would receive from the Workplace Safety and Insurance Board if the nurses' claim was approved, or the benefit to which the nurses would be entitled under the short term sick portion of the Plan. Payment will be provided only if the nurse provides evidence of disability satisfactory to the Employer then any payments will be refunded to the Employer following final determination of the claim by Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurses would be entitled under the short term portion of the Plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

FULL-TIME AND PART-TIME

- 14.09 Nurse returning to work from an illness or injury compensable under Workplace Safety and Insurance Board will be assigned light work as necessary, if available.
- 14.10 Workplace Safety and Insurance Board and L.T.D.
- (a) The Employer will notify the President of the Local Nurses' Union of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) When it has been medically determined that a nurse is unable to return to the full duties of her position due to disability, as defined

by the *Ontario–Human Rights Code*, the Employer will notify and meet with a member of the Local executive to discuss the circumstances surrounding the nurse's return to suitable work.

- (c) It is understood that a representative of the Union has the right to attend such a meeting providing this does not result in any undue delay.
- (d) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

14.11 When the Employer requires a medical certificate from a medical practitioner, it shall promptly reimburse the employee for the receipted amount paid for that certificate up to a maximum of the current OMA Schedule of Fees for third party and other uninsured services for private insurance sickness forms (both original and supplemental or continuation forms) plus ten percent (10%) of that current suggested fee. Any charge incurred by the employee above this maximum will be the responsibility of the employee.

PART-TIME ONLY

14.12 If a nurse is sent home from work due to illness or injury, she shall be paid for the full tour.

- 14.13
- (a) Nurses shall provide the Nursing Office when cancelling a shift due to sickness or other causes, with as much advance notice as possible.
 - (b) Nurses being off work on sick leave for one to three days will provide their Nursing Office with at least five hours notice of intent to return to work.
 - (c) Nurses being off work on sick leave for more than three days will provide their Nursing Office with at least twenty-four hours notice of intent to return to work.

ARTICLE 15 - HOURS OF WORK

15.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule. Subject to Article 15.02 below:

- (a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes' duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 16.
- (b) Nurses shall be entitled, subject to the exigencies of resident care, to a relief period during each half tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be continued as per present practice.
- (c) Full-time: The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Employer.
- (d) Where the nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing resident care, such nurse shall be paid time and one-half (1½) her regular straight time hourly rate for all such time worked.
- (e) Without limiting the generality of the Letter of Understanding attached to this Agreement the parties agree as follows:
 - i) Where nurses work an extended tour the provisions set out in this Agreement will be adjusted accordingly.
 - ii) The normal daily extended tour shall be 11.25 consecutive hours in any twenty-four hours period, exclusive of a total of 45 minutes of unpaid meal period.
 - iii) Nurses shall be entitled, subject to the requirements of resident care, to relief periods during the tour totalling forty-five (45) minutes in accordance with Article 15.01 (b).
 - iv) Nurses working twelve (12) hour tours will not be required to work more than three (3) consecutive tours or premium pay will result.

15.02

Scheduling Regulations

The Employer agrees to schedule nurses in accordance with the following scheduling regulations:

FULL-TIME/PART-TIME

- (a) Schedules will be posted at least two (2) weeks in advance to cover a period of six (6) weeks. It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse.
- (b) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Employer, shall not result in overtime compensation or payment.
- (c) A full-time employee shall normally be scheduled off every second weekend and part-time employee shall normally be scheduled off every third weekend. If a full-time is required to work a second consecutive and subsequent weekend or a part-time employee is required to work on a third consecutive and subsequent weekend, she or her will receive time and one-half (1 ½) her or his regular straight time hourly rate for all hours worked on that weekend and on each subsequent consecutive weekend until a weekend is scheduled off, save and except where:
 - i) such weekend has been worked to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work, or
 - iii) such weekend is worked as a result of an exchange of shifts with another employee.

A weekend shall be defined as fifty-six (56) hours off duty from the completion of Friday day shift to the commencement of Monday day shift.
- (d) The present scheduling practice will not be changed without mutual consent.
- (e) Nurses will be scheduled off for at least four (4) calendar days at either Christmas (to include Christmas Eve, Christmas Day and Boxing Day) or New Year's (to include New Year's Eve and New Year's Day) unless working in an area which does not normally work weekends or Paid Holidays. Scheduling Regulations 15.03 (c) as related to time off after nights, (d), (f), and any premium pay

related to above waived between December 15 and January 15 to accomplish this time off. No later than November 1st in each year the Employer will issue a schedule for the Christmas New Year period in accordance with the scheduling regulations.

- (f) Where the Employer has honoured a request not to work a specific shift for a specific reason that nurse will be required to work more of an alternate shift in order to obtain an equal distribution of available day tours for the Bargaining Unit.

FULL-TIME ONLY

- (g) A period of at least two (2) consecutive tours off shall be scheduled between a change of shifts. At least forty-eight (48) hours will be scheduled off after nights. Failure to provide this will result in premium pay in accordance with Article 16.03 for the first shift worked after this short change.
- (h) Nurses who rotate on days, evenings or night tour will have the number of available day tours equally distributed.
- (i) Nurses may be granted a permanent evening or night tour on request.
- (j) A nurse will not be required to change tours of duty more than once during a work week.

PART-TIME ONLY

- (k) A period of at least two (2) consecutive tours shall be scheduled off between a change of scheduled shifts. Failure to adhere to this requirement will result in premium pay in accordance with Article 16.03 for the first shift worked after this short change.
- (l) No more than five (5) consecutive days without two (2) days off will be scheduled.
- (m) Split tours will not be scheduled.
- (n) Where a part-time nurse is scheduled to work a weekend in conjunction with a paid holiday, she will also be scheduled to work the holiday, providing no additional premium pay is involved for the holiday.
- (o) Subject to provisions of the Agreement, the Employer will endeavour to assign the available shifts for a posted schedule equitably among all regular part-time nurses. Extra or uncovered shifts will be offered to those with the least number of worked shifts

first so that an even distribution of all worked shifts amongst regular part-time may be attempted over the posted schedule.

Where even distribution of all worked shifts amongst regular part-time is achieved, extra tours will then be offered to regular part-time nurses on the basis of seniority.

Where no regular part-time nurse is willing to perform the available work, the tour will be offered to casual part-time nurses on the basis of seniority.

ARTICLE 16 - PREMIUM PAYMENT

16.01 (a) FULL-TIME

If a nurse is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), she shall receive overtime premium of one and one-half times her regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half times her regular straight time hourly rate.

(b) PART-TIME

If a part-time nurse is authorized to work in excess of the hours referred to in Article 15.01 (a), she shall receive overtime premium of one and one-half times her regular hourly salary. A part-time nurse (which includes casual nurse) who works in excess of seventy-five (75) hours in a two week period shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked in excess of seventy-five (75). Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the

same hours worked under Article 15.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half times her regular straight time hourly rate.

16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving time from standard time or vice versa or an exchange of tours by two nurses.

16.03 Work scheduled by the Employer to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half times the nurse's regular straight time hourly rate or as otherwise provided.

Where the Employer cannot offer a shift to any Bargaining Unit member without the payment of overtime, and the Employer offers the shift, it will be offered on the basis of seniority.

16.04 Where a nurse is required to work on a paid holiday or on a tour that is paid at the rate of time and one-half her regular straight time hourly rate as a result of Article 16.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

16.05 A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer, if her regular duties are not available.

16.06 Full-time: Where a nurse has completed her regularly scheduled tour and left the Employer and is called in to work outside her regularly scheduled working hours, she shall receive time and one-half her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

Part-time: Where a part-time nurse has completed her tour of duty and left the Employer and is called in to work within a 16 hour period thereafter, she shall receive time and one-half her regular hourly salary for

all hours worked with a minimum guarantee of four (4) hours pay at time and one-half (1½) her regular hourly salary except to the extent that such four (4) hour period overlaps or extends into her next tour. In such case she will receive time and one-half (1½) her regular hourly salary for actual hours worked up to the commencement of the next tour.

- 16.07 Nurses will not be placed on standby
- 16.08 Part-time: The regular straight time hourly rate will be the hourly rate in the wage schedule set forth in Article 21.01 (a).
- 16.09 Full-time: In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
- 16.10 Full-time: Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment within 30 days of the overtime earned at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half then time off shall be at time and one-half).
- 16.11 (a) A nurse shall be paid a shift premium per hour worked outside the normal hours of the day 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.

Shift Premiums

i) Evening Premium

Effective April 1, 2020, a nurse shall be paid a shift premium of one dollar and sixty cents (\$1.60) per hour for each hour worked which falls within the hours defined as an evening shift.

Effective April 1, 2021, a nurse shall be paid a shift premium of one dollar and sixty-five cents (\$1.65) per hour for each hour worked which falls within the hours defined as an evening shift.

Effective April 1, 2022, a nurse shall be paid a shift premium of one dollar and seventy-five cents (\$1.75) per hour for each hour worked which falls within the hours defined as an evening shift.

ii) Night Premium

Effective April 1, 2020, a nurse shall be paid a shift premium of one dollar and ninety cents (\$1.90) per hour worked which falls within the hours defined as a night shift.

Effective April 1, 2021, a nurse shall be paid a shift premium of one dollar and ninety-five cents (\$1.95) per hour worked which falls within the hours defined as a night shift.

Effective April 1, 2022, a nurse shall be paid a shift premium of two dollars and five cents (\$2.05) per hour worked which falls within the hours defined as a night shift.

iii) Shift premiums will not form part of the nurse's straight time hourly rate.

Weekend Premium

(b) Effective April 1, 2020, a nurse shall be paid a weekend premium of two dollars and eighty-five cents (\$2.85) per hour worked between 2300 hours and Friday to 2300 hours on Sunday.

Effective April 1, 2022, a nurse shall be paid a weekend premium of two dollars and ninety-five cents (\$2.95) per hour worked between 2300 hours and Friday to 2300 hours on Sunday.

Weekend premiums will not form part of the nurse's straight time hourly rate, but will be paid in addition to any shift premium entitlement.

If a nurse is receiving premium pay under Article 16.03 with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

16.12

Full-time: It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedules shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. This Article does not apply if the change is at the request of a nurse or the Union.

Part-time: It shall be the responsibility of the nurse to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to

the posted work schedules shall be brought to the attention of the nurse. Where less than twenty-four (24) hours notice of a change in the posted schedule is given personally to a nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. This Article does not apply if the change is at the request of a nurse of the Union. Such changes shall not be considered a layoff.

16.13 Any nurse who arrives up to one and one-half (1½) hours after the commencement of a tour because of being called with short notice shall be compensated for the full tour.

16.14 When a nurse is required to travel to the Employer or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours (including call-in between those hours) by other than her customary transportation facilities, the Employer will pay transportation costs by taxi (to a maximum of \$10.00 or such greater amount as the Employer may in its discretion determine for each trip between the aforementioned hours). The nurse will provide the Employer satisfactory proof of payment of such taxi fare.

16.15 Nurses who continue to work after a normal 7.5 hour tour, shall, after two (2) hours, receive a one-half hour paid rest period and be provided with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal. When a hot meal is provided the meal time will be the paid rest period.

16.16 Ambulance Escort

Where a nurse is assigned to provide resident care for a resident in transit, the following provisions shall apply:

(a) Where the nurse performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

(b) Where such duties extend beyond her regular shift, the Employer will not require a nurse to return to regular duties at the Employer without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift, she will maintain her regular earnings for that full shift.

(c) Hours spent between the time the nurse is relieved of resident care responsibilities and the time the nurse returns to home base will be paid at straight time or at appropriate overtime rates, if applicable under Article 16.01. It is understood that the nurse shall return to

home base at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Employer and the nurse, the Employer will establish with the nurse arrangements for return travel.

- (d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

16.17 It is understood that where there is only one Registered Nurse on duty, the one-half hour meal period will be a paid meal period. It is understood that during the paid meal period, the nurse will not be entitled to any overtime premiums under the provisions of this Collective Agreement.

ARTICLE 17 - PAID HOLIDAYS

FULL-TIME:

17.01 A nurse who otherwise qualifies under Article 17.02 hereunder shall receive twelve paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Canada Day	Boxing Day

In order to qualify for holiday pay, a nurse must meet the following qualifiers, found in the *Employment Standards Act*:

- (a) must work on his or her scheduled regular day of work preceding or his or her scheduled regular day of work following the holiday.
- (b) must work the holiday if scheduled to do so.

17.02 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:

- (a) vacation granted by the Employer;
- (b) the nurse's regular scheduled day off;

- (c) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise be entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety and Insurance Board benefits for the day of the holiday, shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety and Insurance Board benefits and the holiday pay.

17.03 Subject to Article 17.02:

- (a) where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay at a mutually agreeable time within thirty days of the holiday. If such day off is not taken, payment shall be made in accordance with Article 17.08.
- (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be granted at a mutually agreeable time within thirty days of the holiday. If the day off is not taken, payment shall be made in accordance with Article 17.08.

17.04 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her regular straight time rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01 (a). A nurse may save up to three (3) paid holidays in a lieu bank. The nurse may take these days individually or collectively on a date or dates mutually agreed to between the employee and the Director of Nursing. If not utilized by December 15th of each year the nurse will be paid all monies owing in accordance with Article 17.07.

PART-TIME:

17.05 If a part-time nurse works on any of the holidays listed in Article 17.01 above, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 16.04 regarding hours worked.

Holiday pay, for those part-time nurses entitled to it, will be paid in accordance with the *Employment Standards Act*. In order to qualify for holiday pay, a part-time nurse must meet the following qualifiers:

- (a) must work on her/his scheduled regular day of work preceding or her/his scheduled regular day of work following the holiday;
 - (b) must work the holiday, if scheduled to do so.
- 17.06
- (a) A part-time nurse, who was hired on or before September 29, 2000, is entitled to the twelve (12) paid holidays with pay as listed in Article 17.01, provided that she works her regular day of work preceding and following the holiday and has completed her probationary period, unless excused by the Employer or absent due to:
 - i) vacation granted by the Employer;
 - ii) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.
 - (b) A part-time nurse who works on any of the holidays listed in 17.01 shall be paid at the rate of one and one-half (1½) times her regular hourly salary for hours worked on the holiday and, provided that she qualifies for the holiday as set forth herein, her regular hourly salary for hours worked on the holiday as well.

FULL-TIME/PART-TIME

- 17.07 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01 (a).
- 17.08 A tour that begins or ends during the twenty-four (24) hour period of the holidays listed in 17.01, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE 18 - VACATIONS

- 18.01 Full-time: All nurses shall receive vacations with pay based on length of full-time continuous service as follows (vacation entitlement is based on service as of December 31st of the previous year):
- (a) Nurses who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
 - (b) Nurses who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three

(3) weeks with three weeks' pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (c) Nurses who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Nurses who have completed twelve (12) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Nurses who have completed twenty (20) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours of the vacation year.
- (f) Nurses who have completed twenty-five (25) or more years of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours of the vacation year.
- (g) If a nurse works or received paid leave for less than 1525 hours in the vacation year, she will receive pay based on a percentage of her gross salary for work performed on the following basis:
 - 3 week entitlement - 6%
 - 4 week entitlement - 8%
 - 5 week entitlement - 10%
 - 6 week entitlement - 12%
 - 7 week entitlement - 14%

18.02 Part-time: All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with their vacation entitlement, of their gross earnings on the following basis:

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

Equivalent years of service, calculated pursuant to the provisions of Article 12.01, shall be used to determine vacation entitlement.

On or before February 15, 2020, the lump sum vacation pay for the previous year shall occur for the final time. In calculating the gross earnings for the year, vacation pay paid for the previous year will be excluded.

Effective January 1, 2020 part-time vacation pay shall be paid bi-weekly based on gross earnings.

18.03 Part-time: All part-time nurses shall receive vacations without pay based on length of continuous service as follows (vacation entitlement is based on service as of December 31 of the previous year):

- (a) Nurses who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service.
- (b) Nurses who have completed one (1) or more years of continuous service shall be entitled to an annual vacation of three (3) weeks.
- (c) Nurses who have completed three (3) or more years of continuous service shall be entitled to an annual vacation of four (4) weeks.
- (d) Nurses who have completed twelve (12) or more years of continuous service shall be entitled to an annual vacation of five (5) weeks.
- (e) Nurses who have completed twenty (20) or more years of continuous service shall be entitled to an annual vacation of six (6) weeks.
- (f) Nurses who have completed twenty-five (25) or more years of continuous service shall be entitled to an annual vacation of seven (7) weeks.

18.04 Full-time: For the purpose of vacation entitlement, nurses transferred from part-time to full-time prior to the effective date of this Agreement shall be credited with service in accordance with 18.07 below.

FULL-TIME/PART-TIME

18.05 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of separation, it being understood and agreed that the nurse will provide at least two (2) weeks notice of termination.

- 18.06 Vacation requests must be in by January 31st of each year. The Employer will post the vacation schedule by February 28th. The Employer will attempt to grant preference of vacation time as requested keeping in mind the vacation quotas established by the Employer/Association Committee. In cases of conflict, seniority will prevail. Nurses wishing to exchange vacation periods after they have been posted shall give such request in writing to their immediate supervisor. No more than three (3) weeks shall be taken during prime time (except in an emergency). Prime time is defined as from July 1st to Labour Day.
- 18.07 For the purpose of vacation entitlement service for those nurses whose status is changed from part-time to full-time and vice-versa, shall mean the combined service as a part-time and full-time nurse employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service.
- 18.08
- (a) Where an employee's scheduled vacation is interrupted due to 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 an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- 18.09 Nurses shall receive their vacation in an unbroken period unless otherwise mutually agreed upon between the nurse and the Employer. (One [1] week may be taken in periods of less than five [5] days with mutual consent and with written notice at least two [2] weeks in advance of the posting, except in an emergency.)
- Those nurses who wish to take one (1) week in periods of less than five (5) days must indicate their desire to do so by January 31st of each year when vacation requests are submitted.
- 18.10 Once approved, a period of vacation will not be altered except by mutual consent.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

FULL-TIME ONLY

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

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Liberty Health Semi-Private Plan or comparable coverage with another carrier.
- (b) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the existing Liberty Health Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurse through payroll deductions. In addition, to the standard benefits, effective September 21, 2018, coverage will include hearing aids (maximum \$700/person) every thirty-six (36) months and vision care (maximum four hundred and fifty \$450.00) dollars every twenty-four (24) months with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery. The maximum benefit for chiropractic and massage therapy under the existing plan shall be increased to four hundred dollars (\$400.00) for each service effective 30 days from Nov 23, 2015.

The Extended Health Care Benefits Plan is amended to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

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 documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (c) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under a group life insurance plan which provides for insurance in the amount of two times the nurse's annual 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 Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Liberty Health #9 Dental Plan or comparable coverage with another carrier (based on the current ODA rate minus one year) providing the balance of the monthly premium is paid by the nurse through payroll deduction. Dental recalls for those over the age of eighteen shall be every nine months
- (e) In addition to vision care coverage, the Employer shall pay the cost of an eye exam once every two years, to a maximum of eight dollars (\$80).

19.02 For newly hired nurses, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the plan.

19.03 Benefits Age 65 and Over

Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), up to the nurse's seventieth (70th) birthday on the same cost share basis as applies to those nurses under age sixty-five (65).

Dental benefits will be extended to active full-time nurses from the age sixty-five (65), and up to the nurses' seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

Once an employee reaches age seventy (70) and she continues to be employed she shall automatically be placed on the percentage in lieu as per Article 21.01.

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

19.05 All present nurses enrolled in the OMERS Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

- 19.06 The Employer shall continue to pay the premiums for benefits plans for nurses who are on paid leave of absence or Workplace Safety and Insurance Board or at any time when salary is received or as provided in Article 12.04 or while a nurse is on sick leave (including the Employment Insurance period) or on long term disability to a maximum of thirty (30) calendar months from the date on which the absence commenced. Nurses who are on lay-off may continue to participate in benefits plans, at their request, provided they make arrangements for full premium payment and provided also that the lay-off does not exceed one year.
- 19.07 (a) The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.04 inclusive. Upon request, the Employer will make the plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.04 inclusive. The Employer shall also provide the Union with a copy of all current written information provided to the nurses.
- 19.08 Employment Insurance Rebate
- The short-time sick leave plan shall be registered with the Employment Insurance Commission (E.I.C.). The nurses' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 20 - MISCELLANEOUS

- 20.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the Bargaining Unit. The Association will provide the Employer with an electronic copy of the Collective Agreement.
- 20.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine non-binary pronoun where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 20.03 It shall be the duty of each nurse to notify the Employer promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Employer of any change to her telephone number.

- 20.04 Medical examinations, re-examinations and any tests or X-Rays required by the Employer under any legislation shall be paid for by the Employer if not paid for under the nurse's insurance plans. The physician will be selected by mutual agreement. Such agreement will not be unreasonably withheld.
- 20.05 Nurses, on request, will be provided with immunization injections which may be related to her work, as well as gamma globulin required because of a work-related incident, the cost to be borne by the Employer.
- 20.06 The Employer shall provide bulletin boards which shall be placed so that all nurses will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the nurses.
- 20.07 All employees covered by the Agreement will be paid every second Thursday by direct deposit into the employee's account. Each employee, on payday, shall receive a statement of earnings in a sealed envelope. There will be a two (2) week hold back of wages that will be paid in full on termination of employment.
- 20.08 Prior to affecting any change in rules or policies which affect nurses covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.
- 20.09 (a) Employers will not conduct criminal reference checks on members of the Bargaining Unit except as required by legislation, or Ministry Policy.
- (b) Criminal reference checks that are done other than at the time of hiring will be paid by the Employer.
- 20.10 Internet, Filing Cabinet, Email Access
- The Employer agrees to provide:
- (a) Computer access and access to email for the Bargaining Unit President if requested when available;
- (b) A locked file cabinet.

ARTICLE 21 - COMPENSATION

- 21.01 (a) The salary rates in effect during the term of this Agreement shall be those set forth in the schedule attached to and forming part of this Agreement.

(b) Part-time:

- i) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- ii) For nurses who join the pension plan, the percentage in lieu of fringe benefits will be further reduced to 9%.
- iii) The hourly salary rates payable to a part-time nurse, hired on or before September 29, 2000, will include compensation in lieu of all fringe benefits, including but not limited to statutory holiday pay, which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement.
- iv) 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 13% which is paid in lieu of fringe benefits and accordingly the 13% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.
- v) All presently employed part-time nurses shall be placed on the salary grid in accordance with all their service as calculated pursuant to the provisions of Article 12.01 and Article 12.03, subject to the provisions of Article 21.05.
- vi)
 - A) Part-time nurses will be eligible to participate in O.M.E.R.S. in accordance with the terms and provisions of the Plan.
 - B) Such contributions as the Employer may be required to make to O.M.E.R.S. shall be deducted from the dollar amount paid to the nurse in lieu of welfare benefits.

21.02 A nurse who holds a Temporary Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.

21.03 (a) A nurse who is promoted to a higher-rated classification within the Bargaining Unit will be placed on the grid of the higher-rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous

classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status from graduate to registered nurse. A nurse who is moved to a lower-rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.

- (b) Effective July 9, 2020, a responsibility allowance of one dollar and sixty cents (\$1.60) per hour will be paid to any registered nurse who is assigned any or all responsibilities of the Director of Nursing.

Effective July 9, 2022, a responsibility allowance of one dollar and sixty-five cents (\$1.65) per hour will be paid to any registered nurse who is assigned any or all responsibilities of the Director of Nursing.

The assignment of relieving the Director of Nursing will be given to a full-time nurse providing he/she is willing and able to do the available work.

In the event that there is no full-time nurse on duty, the assignment will be given to part-time nurse.

- (c) Effective July 9, 2020, a responsibility allowance of one dollar and fifty-five cents (\$1.55) per hour will be paid to the nurse-in-charge on Saturdays, Sundays, paid holidays, evenings, and nights.

Effective July 9, 2021, a responsibility allowance of one dollar and sixty-five cents (\$1.65) per hour will be paid to the nurse-in-charge on Saturdays, Sundays, paid holidays, evenings, and nights.

21.04 Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined during her probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for every one (1) year of experience up to the maximum.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

21.05 Full-time: Each full-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she

was last advanced on her service review date. If a nurse's absence without pay from the

Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Part-time: Each part-time nurse will be advanced from her present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.03.

21.06 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

21.07 (a) When a new classification in the Bargaining Unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step Two of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to arbitration in accordance with Article 9.10, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

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

(b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continuing employment.

ARTICLE 22 - WAGES

22.01 The wage schedule for a Registered Nurse shall be as set out in Appendix 1.

22.02 **Retroactivity**

Increases to the salary schedule shall be retroactive and apply to all employees in the Bargaining Unit as of April 1, 2020. Any new employees hired since that date shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing at their last known addresses, any employees who have since left employment to advise them of their entitlement.

ARTICLE 23 - DURATION

23.01 The term of this Collective Agreement shall be from April 1, 2020 to expire 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.

23.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiation within forty-five (45) days after the giving of notice, if requested to do so.

ARTICLE 24 – MODIFIED WORK/RETURN TO WORK PROGRAMS

24.01 (a) The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or disabled with the hope of enabling their early and safe return to work.

(b) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

Nothing in this language obligates the Employer to establish a modified/light/alternative work program.

- (d) 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 to discharge that duty.
- (e) Positions established under this Article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

ARTICLE 25 - APPENDICES

25.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:

- Appendix 1 – Salary Schedule
- Appendix 2 – O.N.A. Grievance Form
- Appendix 3 – List of Professional Responsibility Assessment Committee Chairpersons
- Letter of Understanding re: Job Sharing
- Letter of Understanding re: Extended Tours
- Letter of Understanding re: Mentorship
- Letter of Understanding re: Supernumerary Positions

63
SIGNING PAGE

DATED AT Sault Ste Marie, ONTARIO THIS 11th DAY OF July, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Pamela Ficociello"

"Kimberley Chisholm"

"Danielle Heubner"

APPENDIX 1 – RATES OF PAY

Retroactive payments to all current and former employees within sixty days of issue of ratification.

Effective April 1, 2020 increase all rates by 1%

Effective April 1, 2021 increase all rates by 1%

Effective April 1, 2022 increase all rates by 1%

Registered Nurse

	Effective April 1, 2020	Effective April 1, 2020	Effective April 1, 2022
Start	33.56	33.90	34.24
1 Year	33.72	34.06	34.40
2 Years	34.28	34.62	34.97
3 Years	35.98	36.34	36.70
4 Years	37.67	38.05	38.43
5 Years	39.79	40.19	40.59
6 Years	41.94	42.35	42.78
7 Years	44.08	44.52	44.96
8 Years	47.22	47.69	48.17
25 Years	48.05	48.53	49.01

Unit Coordinator Rates

	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Start	34.73	35.08	35.43
1 Year	35.33	35.68	36.04
2 Years	35.86	36.21	36.58
3 Years	37.51	37.89	38.27
4 Years	39.22	39.61	40.01
5 Years	41.24	41.65	42.07
6 Years	43.37	43.80	44.24
7 Years	45.41	45.86	46.32
8 Years	48.61	49.10	49.59
25 Years	49.46	49.95	50.45

APPENDIX 3 – ALGOMA DISTRICTS HOMES – LIST OF CHAIRPERSONS
ASSESSMENT COMMITTEE

The parties agree when and if the need arises, to address issues related to Article 10 – Professional Responsibility, the parties will meet to determine the panel in accordance with Article 10.01 (a) iv), unless such chairs have been provided by the Association and are agreed by the Employer to be appended to this agreement in advance of any issue being forwarded to an Independent Assessment Committee.

LETTER OF UNDERSTANDING

Between:

ALGOMA MANOR
[hereinafter referred to as the "Employer"]

And:

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

Re: Extended Tours

1. The Collective Agreement will be interpreted in such a manner that the extended tours do not, in and of themselves, result in increased cost to the Employer. For example, vacation entitlement will be converted to hours based on a 7.5 hour day; holiday pay and any lieu days to which a nurse may become entitled will be based on a 7.5 hour day; bereavement leave will be converted to 22.5 hours.
2. Either party may give the other sixty (60) days notice of its intention to discontinue any extended tours that are in place. Thereafter the parties shall attempt to resolve concerns of the party wishing to cease the extended tours, and shall attempt to resolve the concerns so expressed. In the absence of such a resolution the extended tours in place shall come to an end sixty (60) days after notice was given.
3. The continuation of Extended Tours under this Agreement are based on the following rights of the parties, subject to (2) above:
 - (a) the right of the nurses to return to the scheduling pattern in the Collective Agreement if fifty percent (50%) of the nurses so indicated by secret ballot;
 - (b) the right of the Employer to discontinue the use of extended tours because of adverse effects on resident care; an inability to provide a workable staffing schedule; objective increased cost to the Employer arising out of the use of extended tours; or upon a determination that the extended tours should be terminated for some other reason set out, provided the Employer advises the Union of its concerns, and further provides the Union with an opportunity to address those concerns.

DATED AT Sault Ste Marie, ONTARIO THIS 11th DAY OF July, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Pamela Ficociello"

"Kimberley Chisholm"

Labour Relations Officer

"Danielle Heubner"

LETTER OF UNDERSTANDING

Between:

ALGOMA MANOR
[hereinafter referred to as the "Employer"]

And:

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

Re: Job Sharing

The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Employer. The Employer shall not arbitrarily or unreasonably refuse to implement job sharing.

DATED AT Sault Ste Marie, ONTARIO THIS 11th DAY OF July, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Pamela Ficociello"

"Kimberley Chisholm"
Labour Relations Officer

"Danielle Heubner"

LETTER OF UNDERSTANDING

Between:

ALGOMA MANOR
[hereinafter referred to as the “Employer”]

And:

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

Re: Mentorship

Whereas the Employer has received funding from the Ministry of Health and Long Term Care for Late Career Initiative and will develop a mentorship program both parties agree to the following:

1. Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focuses on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.
2. After consultation with the nurse being mentored and the mentor, the Employer will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Employer will review the mentor’s workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.
3. The following guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the Collective Agreement.

GUIDELINES

Definition

Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.

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

Mentorship does not include:

- (a) Supervising the activities of students.
- (b) Providing guidance and advice to members of the multi-disciplinary health care team. Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.
- (c) Orientation to the organization or general functioning of the unit. This may include activities such as:
 - i) WHIMIS training, the fire lecture, equipment location, generic Employer policies, introduction to staff and the general layout of the unit, etc.

KEY ELEMENTS

- (a) A mentorship relationship includes the nurse doing the mentoring to:
 - i) plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
 - ii) assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of leaning experiences;

- iii) assist the nurse being mentored to effectively meet patient care needs;
 - iv) be responsible for the management of learning for the nurse being mentored;
 - v) participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
 - vi) evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- (b) It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
 - (c) The Employer will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

Implementation

The Employer may implement a mentorship relationship at any time during a nurse's employment when:

- (a)
 - i) the nurse is experiencing difficulty in meeting standards of practice;
 - ii) the nurse has a competency gap;
 - iii) one-on-one management of the learning experience from an expert/experienced nurse will be of assistance.

Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Employer determines that a nurse requires mentoring.

- (b) The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the Employer.
- (c) The Employer will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role. A general notice re: Mentorship Program will be posted on the Posting Board instructing nurses who wish to be Mentors, that they are required to

apply in writing on the appropriate application form to his/her unit manager.

- (d) Nurses interested in participating in formal mentoring arrangements will indicate their interest in writing to their unit manager on the appropriate application form. The Employer selects and assigns the mentor for a given mentoring relationship.
- (e) At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- (f) The unit manager agrees to consult with the nurse being mentored (the mentee) to identify experiences required to meet his/her learning needs. A request by a nurse for union representation at such meeting will not be denied.
- (g) The unit manager will select and assign the mentor for a given mentorship arrangement based on the needs of the nurse being mentored and the skill, ability and experience of the nurse assuming the mentor role. The Employer agrees to ensure opportunities are shared amongst the staff qualified and willing to mentor.
- (h) The unit manager will determine the number of mentors allowed at one time. All nurses who are successful to a mentor arrangement shall be required to attend a Mentorship Workshop or complete a self-directed learning package. The nurse's salary shall be kept whole while attending said workshop. Should the nurse attend said workshop on her day(s) off she shall be paid at her straight time hourly rate for a 7.5 hour tour.
- (i) The unit manager, mentee and mentor will meet prior to the start of all mentoring arrangements to develop a learning plan that outlines goals/expectations, feedback, evaluation and timeframes. A copy of this plan will be provided to the mentee and the mentor. Any changes to learning plan will be documented and provided to the unit manager, the mentee and the mentor. Barriers encountered during the program will be brought to the unit manager's attention.
- (j) The mentor shall be paid mentorship pay when she/he is assigned to mentor the mentee on his/her pre-scheduled shift(s) and/or he/she attends meetings called by the Employer outside his/her pre-scheduled shift(s) regarding the mentoring arrangement.
- (k) The mentorship plan/arrangement for each mentoring relationship is documented.

Evaluation

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

- (a) The Committee responsible for addressing Employer-Union Committee pursuant to Article 8.04 will be responsible for reviewing and making recommendations regarding the application of, and effectiveness of, mentorship relationships within the Employer.
 - (b) The Employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.
4. The Employer will pay the nurse for doing this assigned responsibility (mentoring) a premium of sixty (60) cents per hour, in addition to her or his regular salary and applicable premium allowance.
 5. This Agreement is made without prejudice or precedent to either party.

DATED AT Sault Ste Marie, ONTARIO THIS 11th DAY OF July, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Pamela Ficociello"

"Kimberley Chisholm"
Labour Relations Officer

"Danielle Heubner"

LETTER OF UNDERSTANDING

Between:

ALGOMA MANOR
[hereinafter referred to as the "Employer"]

And:

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

Re: Supernumerary Positions

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

1. Only so many positions will be created as are covered by government funding for supernumerary position;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. Positions will be created on general units except as the parties otherwise agree;
4. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 8 below);
5. All supernumerary nurses will receive two (2) weeks general orientation. The Union will have the opportunity to meet all supernumerary nurses at the orientation;
6. Such positions will be subject to internal postings or request for transfer processes outlined in Article 12.06;
7. Such nurses will be full-time and covered by the full-time Collective Agreement;
8. Such nurses will be in formal mentorship arrangements in accordance with the Letter of Understanding on Mentorship;

9. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks;
10. Such nurses can apply for posted positions after the probationary period is completed;

Where it is determined the period of any of the supernumerary positions can be reduced a meeting will be held between the parties to determine how the remaining funding for the positions will be utilized to enhance learning opportunities for members of the bargaining unit (i.e. internship opportunities, late career initiatives, education opportunities etc...);

11. Should there be no agreement as to the spending of the additional funds the supernumerary positions will continue for the full duration of the appointment;
12. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be reassigned. The Union will be notified of the status of each of the new graduate nurses;
13. The Employer bears the onus of demonstrating that such positions are supernumerary (all Supernumerary nurses work above unit staffing compliment on any given shift);
14. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;
15. The Employer will provide the Union with a list of all supernumerary appointments posted on the ministry portal at the time of posting and a list of all successful applicants to the supernumerary appointments as well as the area they are assigned using a format agreeable to both parties;
16. The Union will be provided with a list of all mentors for each supernumerary nurse prior to the supernumerary nurse(s) starting employment. Implementation of mentorship will be in accordance with the Letter of Understanding on Mentorship;
17. The Union will be provided with a monthly report of the status of the supernumerary appointments. The parties further agree to discuss the supernumerary appointments at the prescheduled Employer-Union Committee meetings;
18. In the event of layoff in the area of assignment of the supernumerary nurse, either the Hospital or the Local Association may require that the supernumerary nurse shall be first laid off;

- 19. Any disagreement between the parties will be resolved through the grievance arbitration process of the Collective Agreement;
- 20. This Agreement is made without prejudice or precedent to either party.

DATED AT Sault Ste Marie, ONTARIO THIS 11th DAY OF July, 2022.

FOR THE EMPLOYER

FOR THE UNION

"Pamela Ficociello"

"Kimberley Chisholm"

Labour Relations Officer

"Danielle Heubner"
