

COLLECTIVE AGREEMENT

Between:

ALGONQUIN NURSING HOME
(Hereinafter referred to as the “Employer”)

And:

THE ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the “Union”)

Expiry Date: March 31, 2022

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – SCOPE & DEFINITIONS.....	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - RELATIONSHIP.....	3
ARTICLE 5 - NO STRIKES OR LOCKOUTS	7
ARTICLE 6 - UNION SECURITY	7
ARTICLE 7 - REPRESENTATION AND COMMITTEES	8
ARTICLE 8 - GRIEVANCE PROCEDURE	15
ARTICLE 9 – PROFESSIONAL RESPONSIBILITY	18
ARTICLE 10 – PROFESSIONAL DEVELOPMENT.....	21
ARTICLE 11 - SENIORITY.....	24
ARTICLE 12 - LEAVE OF ABSENCE	31
ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY	38
ARTICLE 14 - HOURS OF WORK.....	39
ARTICLE 15 - PREMIUM PAYMENT	45
ARTICLE 17 - VACATIONS	50
ARTICLE 18 – HEALTH AND WELFARE BENEFITS	53
ARTICLE 19 – MISCELLANEOUS.....	55
ARTICLE 20 – COMPENSATION	58
ARTICLE 21 – TERM OF AGREEMENT.....	60
SIGNING PAGE.....	62
APPENDIX 1.....	63
ONTARIO NURSES’ ASSOCIATION.....	63
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L’ONTARIO.....	63
GRIEVANCE REPORT/RAPPORT DE GRIEF	63
APPENDIX 2.....	64
LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE - CHAIRPERSONS	64
APPENDIX 3.....	65
LONG TERM CARE PROFESSIONAL RESPONSIBILITY WORKLOAD (PRW)	65
REPORT FORM	65
LETTER OF UNDERSTANDING	70
Re: Supernumerary Positions	70
LETTER OF UNDERSTANDING	72
Re: Supernumerary Positions Internationally Educated Nurses (IENS).....	72
LETTER OF UNDERSTANDING	74
RE: Mentorship Guidelines.....	74
LETTER OF UNDERSTANDING	77
RE: ESA Agreement for Excess Hours.....	77

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going 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 shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – SCOPE & DEFINITIONS

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for All Registered Nurses employed in a Nursing Capacity at the Algonquin Nursing Home, save and except Director of Care, the Nurse Manager and persons above the rank of Nurse Manager.
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*.
- 2.03 A full-time employee is an employee who is regularly scheduled to work 75 hours in a biweekly pay period.
- 2.04 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 2.03 and who offers to make a commitment to be available for work on a regular predetermined basis. The predetermined basis upon which the commitment to be available is made shall be set out in Article 14.09, Hours of Work.
- 2.05 A casual part-time employee is an employee who is offered work on a call in basis, but who does not work a regular schedule.
- 2.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.07 Work of the Bargaining Unit
- (a) Persons not in the bargaining unit shall not perform work normally performed by members of this bargaining unit except:
- i) for purposes of instructions,
 - ii) in the event of an emergency situation,
 - iii) when performing developmental or experimental work, or

iv) when employees are not available.

- (b) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.09 Minimum Staffing

The Employer agrees to employ sufficient registered staff and personal support workers to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.

2.10 The Employer will ensure that residents will receive at least 168 hours (includes meal breaks) of RN care per week; ie one RN on duty 24 hours a day.

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

2.12 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Article 20.

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 4 - RELATIONSHIP

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 4.02 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*.
- 4.03 The Union and the Employer agree to abide by the Ontario Human Rights Code.
- 4.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code, Sec. 10 (1)*
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, gender identity, gender expression, or disability". ref: *Ontario Human Rights Code, Sec. 5 (2) and 10 (1)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7 (2)*].
- (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.
- "Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

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

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

4.05

Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code of Ontario* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.
- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.
- (c) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

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

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

4.06

Modified Work/Return to Work

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

When it has been medically determined that an employee is ready to return to work, the Home and the Union will meet with the affected employee and the Director of Care to create and recommend a return to work plan. The Plan will include developing and recommending strategies for:

- i) Integrating accommodated workers back into the workplace;
- ii) Educating employees about the legal, personal, organizational aspects of disabled workers to work;
- iii) In creating a return to work plan, the Home and the Union will examine the disabled employee abilities and accommodation needs to determine if the employee can return to her/his:
 - A) Original position;
 - B) Original position with modifications to the work area and/or equipment and/or the work arrangement; or,
 - C) Alternate positions outside the original position.
- (c) In creating a return to work plan, the parties will consider the employee's abilities and accommodation needs and if she/he is unable to return to work, the parties will identify any positions in the Home in which the employee may be accommodated.
- (d) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established.
- (e) The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation.

4.07 Whistle Blowing Protection

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

4.08 In dealing with complaints, the Employer shall ensure that the process is fair for all.

4.11 Violence in the Workplace

- (a) The parties agree that violence for all purposes in the collective agreement shall be defined as any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness, in accordance with the *Occupational Health and Safety Act*. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.12.

- (b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, measures and procedures will include but are not limited to:
- i) Assessing and reassessing risk
 - ii) control risks
 - iii) Designing safe procedures for employees
 - iv) A system/process that can alert all employees about a person with a history of violent behaviour and their triggers
 - v) protection of employees
 - vi) how to summon immediate assistance
 - vii) investigate all incidents of workplace violence
 - viii) communicate and provide adequate training and education
 - ix) report all incidents of workplace violence
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- (e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2)(h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behaviour. Such system shall include flagging measures such as:

- i) Information about individual residents triggers;
- ii) Pre-admitting checklist;
- iii) Computerized record of resident's history of violence;
- iv) Readily visible signage on the outside of the resident chart;
- v) Visible notation on the face sheet of the resident chart;
- vi) A method to communicate pertinent information about a person with a history of violent behavior to those that need to know.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative.

4.12 WSIB Surcharge Rebate Information

Within a week of receipt of the information, the employer shall provide the JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

ARTICLE 6 - UNION SECURITY

6.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the union.

6.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local 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 in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.04 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.

6.05 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, their work site (if the bargaining unit covers more than one site), 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.

The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six months.

6.06 The Employer agrees that an officer of the Union or Union 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.

NOTE: 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 7 - REPRESENTATION AND COMMITTEES

7.01 Meetings

All joint Employer-Union meetings shall be scheduled where practical, during the employee's regular working hours. The Employer will provide replacement staff where operationally required. The employer agrees to pay for time spent during the regular working hours for representatives of the Union attending meetings with the Employer.

7.02 Union Representatives and Grievance Committee

- (a) The Employer agrees to recognize three (3) Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two (2) employees, one of whom shall be chair.
- (c) It is agreed that Union 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. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. 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, except where at mediation or arbitration. The Employer agrees to pay a grievor for all time spent at grievance meetings at his/her regular hourly rate, except where at mediation or arbitration.

7.03

Union-Management Committee

- (a) There shall be a Union-Management Committee comprised of two (2) representatives of the Employer, one of whom shall be the Director of Care or designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under the Professional Responsibility provisions. Notwithstanding the foregoing, it is agreed that the Committee shall not be regularly scheduled to meet in July and August. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

As part of the above Committee's agenda, the parties agree to the following related education:

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
- ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
- iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.

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 Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (d) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to one (1) Committee representative per meeting.

7.04 (a) Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during their regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, arbitration.

7.05 Occupational Health & Safety

- (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
- i) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].
 - ii) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.
 - iii) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
 - iv) When the employer receives written recommendations from a health and safety representative, that employer shall respond in writing within twenty-one days. [*Occupational Health and Safety Act*, s. 9(20)].
 - v) The employer's response shall contain a timetable for implementing the recommendations the employer agrees with and give reasons why the employer disagrees with any of the recommendations that the employer does not accept. [*Occupational Health and Safety Act*, s. 9(21)].
 - vi) The employer shall ensure that the equipment, materials and protective devices as prescribed are provided. [*Occupational Health and Safety Act*, s. 25(1)(a)].
 - vii) The employee shall use or wear the equipment, protective devices

or clothing that the employer requires to be used or worn. [*Occupational Health and Safety Act*, s. 28(1)(b)].

- viii) The employee shall not use or operate any equipment, machine, device or thing or work in a manner that may endanger himself, herself or any other worker. [*Occupational Health and Safety Act*, s. 28(2)(b)].
 - ix) A worker who is required by his or her employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- (b) The Joint Health and Safety Committee will recommend appropriate solutions to the Employer to promote health and safety in workplaces, including, but not limited to:
- i) Violence in the Workplace (include Verbal Abuse)
 - ii) Musculoskeletal Injury Prevention
 - iii) Needle Stick and other sharps Injury Prevention
 - iv) Nurses who regularly work alone or who are isolated in the workplace
 - v) Wellness initiatives
- (c) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequences will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (d) Joint Health and Safety Committee
- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees from each Employer site.

Employers will choose either to include a representative from the bargaining unit from each Employer site, or to have a separate Joint Health and Safety Committee at each Employer site, unless the parties agree otherwise.
 - ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related safety and health.
 - iii) The Employer agrees to cooperate in providing necessary

information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.

- iv) Meetings shall be held every second month or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- v) Any representative appointed or selected in accordance with (e) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of a committee is entitled to,

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

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

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is

identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

- viii) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the-employees.
- ix) At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union.
- x) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". ref: *Occupational Health and Safety Act, Sec. 9 (36)* "[This provision] does not apply with respect to workers who are paid by the Agency for the time spent fulfilling the requirements for becoming certified". ref: Sec 9 (37).
- xi)
 - A) "This section does not apply to a [nurse]
 - 1) when a circumstance described below is inherent in the worker's work or is a normal condition of the worker's employment; or
 - 2) when the worker's refusal to work would directly endanger the life, health or safety of another person". ref: *Occupational Health and Safety Act, Sec. 43 (1)*
 - B) "A worker may refuse to work or do particular work where he or she has reason to believe that,
 - 1) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
 - 2)
 - (a) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
 - (b) workplace violence is likely to endanger himself or herself; or
 - 3) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this *Act* or the regulations and such contravention is likely to

endanger himself, herself or another worker". ref: *Occupational Health and Safety Act, Sec. 43 (3)*.

- 4) "workplace violence" means,
- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
 - (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
 - (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

- C) A refusal to work or do particular work as outlined in Article 6.05 (e) (xi) (B) shall not be considered a contravention of Article 5.01.

NOTE 1: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Employer and the other Unions representing employees of the Employer.

NOTE 2: 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 a 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)*.

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

7.07 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed

or selected under this Article as well as the effective date of their respective appointments.

- 7.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Union.

The Union will advise the Employer in writing of the name of the contact person(s) for the Union for all purposes under the collective agreement.

- 7.09 The Employer agrees to give representatives of the Ontario Nurses' Association 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 except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

- 7.10 Where an employee makes prior arrangements for time off from a tour of duty, the employee shall not be scheduled to work another tour that day.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care or designate at the first opportunity.

- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her union representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.

- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or union representative will bring it to the attention of the immediate supervisor to settle such differences within ten (10) calendar days of the occurrence.

Step No. 1

If further action is to be taken, then within ten (10) calendar days of the discussion, the employee, who may request the assistance of her employee representative and/or Labour Relations Officer, shall submit the written grievance to the Administrator or designate. A meeting will be held between the parties within ten (10) calendar days. The Administrator shall give a written decision within ten (10) calendar days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer.

Step No. 2

Should the Administrator fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) calendar days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor. Union grievances shall be set out on the union grievance form. Alternately, the parties may agree to an electronic version of this form and a process for signing.

8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.

8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 Discharge Grievance

(a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance. The Home agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension.

(b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) calendar days following the discharge.

8.09 (a) If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests.

(b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.

- (c) The employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the employee representative will endeavour to provide an alternate representative.

8.10 Policy Grievance – Union Grievance

The Union may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) calendar days after the circumstances have occurred. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.11 Policy Grievance – Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance with the Bargaining Unit President, with a copy to the Labour Relations Officer within twenty (20) calendar days after the circumstances have occurred. A meeting will be held between the parties within ten (10) calendar days. The Union shall reply within ten (10) calendar days after the meeting, and failing settlement, the matter may be referred to arbitration.

- 8.12 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Such notice will contain the names of three (3) arbitrators for consideration. If none of the suggestions are agreed, the other party shall provide the names of 3 arbitrators and so forth until there is an agreement. If after 10 calendar days from the notice to arbitrate the Parties fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Once appointed the sole arbitrator shall have the power to mediate /arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.17.

- (b) Notwithstanding (a), the Parties may agree to a Board of Arbitration rather than a sole arbitrator. In such case, the notice to arbitrate shall contain the name of the first party's appointee to an Arbitration Board and the recipient of the notice, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

All references in Article 8 to a sole arbitrator shall be taken to include an Arbitration Board.

- 8.13 The sole Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The sole Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The sole Arbitrator may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The sole Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared between the parties.
- 8.20 The parties may, by written agreement, substitute a Board of Arbitration for the sole arbitrator and the Board of Arbitration shall possess the same powers and be subject to the same limitations as a sole Arbitrator.
- 8.21 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY

- 9.01 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 unit and within the Home to develop strategies to meet resident care needs using current resources.

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

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Union, with a copy to the ONA representation within the 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 9.01 (a) i) – iii) shall be signed by the parties and be subject to the grievance/arbitration process.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in

writing, to the parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "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.

9.02 Electronic Professional Responsibility Workload Report Forms

- (a) The parties agree to use the electronic version of the Professional Responsibility Workload Report Form (PRWRF) at Appendix 3.
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 9 of the Agreement.
- (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The union undertakes to get a copy of the electronic version signed by the employee(s).
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 9.01.

- 9.03 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under **Article 20.03**. For clarity, supervision does not include the completing performance evaluations.

9.04 CMI/RAI MDS Report

Recognizing the mutual objective of quality resident care, the Employer agrees to meet through the Union Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS report. The Employer agrees to provide the Union with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS report for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS report on the staffing levels in the Home, quality resident care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

- 10.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 10.02 A newly employed employee shall not be placed in charge, until she/he has been fully oriented to the home.
- 10.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- (a) She/he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of 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/he 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/his learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.
 - (f) Notwithstanding the above, orientation/familiarization when an employee is transferred to a new unit/shift will be provided as required.
 - (g) The Employer may, at its discretion, provide orientation in other circumstances.

10.04 Both the Employer and the Union recognize the 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 Home.

Programmes will be publicized and related material will be made readily accessible to staff in a timely manner.

Any problems in accessing this information will be reported to the Union-Management Committee for resolution.

10.05 (a) When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance or at the employee's option, she/he shall receive equivalent time off.

(b) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.

When a full-time or part-time employee is required by the Employer to complete an e-learning programme outside her regularly scheduled working hours, she/he shall be paid for all time spent completing such learning at the employee's option, she/he shall receive equivalent time off.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at in-services, meetings, and completing e-learning.

10.06 When required by the College of Nurses of Ontario to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.

10.07 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employee(s) and to consider practical ways and means of minimizing the adverse effect, if any, on the employee(s) concerned.

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11.12 to 11.17 will apply.

10.08 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that employees are required to utilize in the course

of their duties, the Employer agrees that necessary training will be provided at no cost to the employees involved.

10.09 Provided that an employee provides thirty (30) calendar days' notice in writing, an employee shall be entitled to leave of absence without pay from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.

10.10 The Employer will meet with the Union to discuss any remediation or continuing education required by the College of Nurses' of Ontario (CNO) to re-establish eligibility for clinical practice following an employee's return from an approved absence.

10.11 (a) Student Supervision

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

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

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

(c) Mentorship

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

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

the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

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

The Employer will pay the nurse for this assigned additional responsibility a premium of sixty cents (\$0.60) per hour, in addition to her or his regular salary and applicable premium allowance.

NOTE: See Appendix 4, Letter of Understanding re: Mentorship Guidelines.

10.12 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Each employee shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor. A copy of the evaluation will be provided to the employee at her or his request. A request by an employee for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 10.13, upon review of the file, should the employee believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

No document shall be used against an employee where it has not been brought to her or his attention in a timely manner.

10.13 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for the eighteen (18) months. Leave of absence in excess of thirty (30) continuous calendar days will not count towards either period referenced above.

10.15 Within fourteen (14) days of receipt of a written request from the employee, the Employer will provide the employee with a letter detailing her or his employment dates, length of service and experience at the Employer.

ARTICLE 11 - SENIORITY

11.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service since the date of last hire, subject to Article 11.03, 11.05, and any other related provision of the Collective Agreement.

- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid since the date of last hire, equals one year of seniority and service subject to Article 11.03, 11.06, and any other related provision of the Collective Agreement.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
 - i) four hundred fifty (450) hours worked for full-time employees;
 - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees; and,
 - iii) three hundred sixty (360) hours worked or twelve (12) calendar months, whichever comes first, for casual part-time employees.
 - iv) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) 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 Home will advise the employee and the Union of the basis of such extensions with recommendations for the employee's professional development.
 - v) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

11.02 Seniority list

A seniority list of employees covered by this collective agreement shall be posted on the ONA bulletin board in January and July of each year. Two (2) copies of such list shall be provided to the Bargaining Unit President. For full-time employees, seniority on such lists will be expressed in terms of a date. For part-time employees, seniority on such lists will be expressed in terms of total hours paid.

The first seniority list shall be established within 30 days of ratification or award. Employees will have 30 days to confirm the accuracy of the list. If necessary, disputes shall be resolved using the grievance procedure.

11.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions.

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

- (c) for a period of up to thirty-six (36) months when absent due to disability, whether such disability is occupational or non-occupational;
- (d) in accordance with the *Employment Standards Act* when on pregnancy/parental leave, family medical leave or emergency leave.

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

11.04 Deemed Termination

An employee shall lose all seniority and shall be deemed terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty-six (36) calendar months;
- (e) retires;
- (f) when absent due to disability, whether occupational or non-occupational, for a period in excess of thirty-six (36) months and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

11.05 Effect of Absence (Full-time)

If an employee's absence without pay from the Home including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee 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 employee will become responsible for full payment of any subsidized employee benefits in which she or he 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 an employee 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 continuing coverage.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability, whether such disability is occupational or non-occupational.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 12.07 and for a period of up to sixty-one (61) weeks while an employee is on parental leave under Article 12.08. Seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for a parent who did not take pregnancy leave for a period of up to sixty-three (63) weeks while such employee is on a parental leave under Article 12.08.

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

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

11.06 Effect of Absence (Part-time)

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.

11.07 Job Posting

- (a) Where a vacancy which is not covered by Article 11.08 (a) occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of seven (7) calendar days. Employees may make written application to their Director of Care or designate for such vacancy within the posting period. Applicants will be considered in accordance with Article 11.09. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
- (b) Where an employee will be absent no vacation, she/he may indicate in writing to her/his Director of Care or designate her/his interest in any posting that may occur during her/his absence. This written indication will be treated as an application for the posting.
- (c) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.

- (d) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- 11.08 (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her/his part-time status.
- (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
- (d) The employee shall have the right to return to her former position upon return of the employee whose position she/he is filling.

11.09 In all case of job postings under Article 11.07 and 11.08 (b) above, the following factors shall be considered:

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

Where the factors in (a) are relatively equal, seniority shall govern. Seniority will be determined as of the most recently posted seniority list.

11.10 Notwithstanding the level of entry to practice, the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

11.11 So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

11.12 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list. An up to date seniority list shall be created when the layoff notice is served. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home and are available to work.

An employee will not be laid off out of seniority order if her/his lack of qualification for a junior employee's shift can be remedied by a three (3) day orientation to that shift. An employee will not be denied recall to a shift

if her/his lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

- (b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

11.13 Notice to Union of Long Term Layoff

In the event of a pending layoff of a permanent or long-term nature, the Home will:

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Home will undertake after the layoff;
 - iii) the method of implementation, including areas of cutback and the employees to be laid off.

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

11.14 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 11.13.

11.15 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, such consent not to be unreasonably withheld when shown to be in the best interests of residents.

11.17 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual part-time employees the maximum is \$250.00.

An employee, upon long-term layoff, at her or his own expense, and except for any sickness and income protection, may continue benefit coverage for a period of twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

11.18 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of fifteen hundred (1500) paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa. In

addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

11.19 Transfer Outside of the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than three (3) months, 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 one (1) year 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 five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year or a permanent position outside of the bargaining unit, 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 11.19 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

11.20 Integrations / Rationalization

For the purpose of this Article, the parties agree that 'integrate', 'integration' and 'health service provider' have the same meaning as defined by the Local Health System Integration Act. Throughout this agreement, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a health service integration or rationalization with another service provider, the Employer and the Union agree to meet.

- (a) the Home shall notify affected nurses and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Home and the Union shall begin discussions concerning the specifics of the rationalization or integration, the Home shall notify affected nurses and the Union of the projected staffing needs, and their location;
- (c) as soon as possible in the course of developing a plan for the implementation of the rationalization or integration, the Home shall notify affected nurses and the Union of the projected staffing needs, and their location.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Written requests for a personal leave of absence without pay for reasons will be considered on an individual basis by the Administrator or designate. Such requests are to be given as far in advance as practicable with at least three (3) weeks' notice in advance, unless impossible. A written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 (a) Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend to Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any employee elected to the position of Local Co-ordinator. The aggregate total of such leave will not exceed twenty-five (25) working days in a calendar year. Where the Local Co-ordinator is an employee of the Home, the aggregate total of such leave shall not exceed sixty-five (65) working days. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the full-time employee or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee except for Provincial Committee meetings which will be reimbursed by the Union. The Employer will bill the Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

(b) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 11.05, 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 Home of her or his intention to return to work at least eight (8) 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.

12.03 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of the President, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of the 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 11.05 & 11.06, there shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 12.02 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and 19% of salary in lieu of applicable benefits.

12.04 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 11.05 and 11.06, there shall be no loss of service of seniority for an employee during such leave of absence. During such leave of absence, the employee'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 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 eight (8) weeks prior to the date of such return.

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

12.05 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the Ontario Human Rights Code, an Employee may save one of the days identified above without loss of pay to attend the interment or ceremony.

- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but he employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.
- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave.
- (g) Permission for such leave shall not be unreasonably withheld.

12.06

Jury & Witness Duty

- (a) If a full-time or part-time employee 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 in connection with a case arising from the employee's duties at a home, or is required to attend a coroner's inquest in connection with a case arising from the employee's duties at a Home, or is required by subpoena to appear as a witness before the College of Nurses of Ontario, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:
 - i) notifies the Employer immediately on the employee's notification that she or he will be required to attend court;
 - ii) presents proof of service requiring the employee's attendance;
 - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time employee or regular part-time employee is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that

point on her or his former schedule that is considered appropriate by the Employer. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) Where the Employer requires an employee to attend any meetings in preparation for a case or legal proceedings which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

12.07

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to sixty-three (63) weeks duration, inclusive of any parental leave.
- (b) The employee 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 employee 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 employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees 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 employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) A full-time employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* or provincial benefits under a provincial plan shall be paid supplemental employment benefit provided that they have at least thirteen (13) weeks of service with the Employer. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of one (1) week

Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of seventeen (17) total cumulative weeks between 12.07(e) and 12.08(e). The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

Notwithstanding that above, the parties agree that 12.07(e) shall apply to part-time employees effective January 1, 2022. The normal weekly hours for a part-time employee shall be calculated by using the same time used for calculation of the Employment Insurance benefit.

12.08

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 12.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) 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.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

- (e) A full-time employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* or provincial benefits under a provincial plan shall be paid a supplemental employment benefit provided that they have at least thirteen (13) weeks of service with the Employer. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of her or his 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 employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits for a maximum period of seventeen (17) total cumulative weeks between 12.07(e) and 12.08(e). The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

The employee does not have any vested right except to receive payments for the covered employment insurance 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 will pay the full-time employee the SUB payment during the one (1) week period of leave while waiting to receive Employment Insurance benefits. The amount of any SUB payment shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Insurance legislation.

Notwithstanding the above, the parties agree that 12.08(e) shall apply to part-time employees effective January 1, 2022. The normal weekly hours for a part-time employee shall be calculated by using the same time used for calculation of the Employment Insurance benefit.

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

12.09

Education Leave

The parties acknowledge that the responsibility for professional development is shared between the employee and the Employer. In this regard, the parties will endeavour to provide flexible work schedules to accommodate the employee's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Director of Care or designate. Requests for such leave will not be unreasonably denied.

- (b) For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.
- (c) Leave of absence with or without loss of regular earnings from regularly scheduled hours for the purpose of writing examinations or attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the nurse to the Director of Care or designate.
- (d) Regular part-time employees will be credited with seniority and service for any hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.
- (e) Professional and Education Leaves

Where an employee is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the training program, course or workshop.

12.10 Professional leave without pay and with no loss of seniority will be granted to full-time and regular part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

12.12 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.

(b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.

(c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.13 Military Leave

An employee will be granted unpaid leave, in accordance with the *Employment Standards Act* without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

12.14 Secondments

The Home shall seek the Union's agreement if it wishes to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

An employee, who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment.

Notwithstanding Article 2.07, the parties also agree that a Home may allow an employee from another Employer to be seconded to the home for a period not greater than one (1) year. It is understood that this employee remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded employee is not covered by an ONA collective agreement, the Home will ensure that the Union receives the equivalent of the dues remittance for all such employees.

- 12.15 Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act*.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

- 13.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during such time of illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.
- (a) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the end of the first week of such illness or injury.
 - (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under (c) below. The employee will endeavour to provide a copy of the Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefits.
 - (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 17 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood that this benefit commences after the third month of employment.

- 13.02 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 13.01 notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.
- 13.03 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 13.04 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete tour or more may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term sick portion of the disability income plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of sixteen (16) weeks.
- 13.05 Any dispute which may arise concerning an employee's entitlement to sick leave benefits plan may be subject to grievance and arbitration under the provisions of this Agreement.
- 13.12 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.

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

ARTICLE 14 - HOURS OF WORK

- 14.01 General
- (a) The day shift shall be the first shift of the day.
 - (b)
 - i) Work schedules shall be posted two (2) weeks in advance to cover a six (6) week period.
 - ii) Schedules shall be posted as early as possible on the day of posting.
 - (c) Requests for specific days off shall be submitted in writing to the Director of Care two (2) weeks prior to the posting of the schedule. Approval for such requests will not be unreasonably denied.
 - (d) It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment

provided under this agreement. It is also agreed that an employee's availability does not constitute a request that waives a premium under the collective agreement.

- (e) An employee may exchange her or his scheduled tours of duty with another employee provided the request is submitted in writing, dated and signed by both employees, and is approved by the immediate Director of Care or designate concerned. Such requests shall not be unreasonably denied. It is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by an employee under the terms of this Agreement.
- (f) Requests for any of the following days off:
 - i) Holiday lieu days,
 - ii) Overtime lieu days, and
 - iii) Single vacation days requested by full-time employees outside the initial vacation process

must be submitted in writing to the Director of Care or designate and will be granted based on date of request. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request is submitted.
- (g) Prior to altering the starting or finishing times, the Bargaining Unit President shall be notified and the employees consulted for input and comments.
- (h) Introducing different tours or changing the length of a normal tour requires the express agreement of both parties. Such agreement will not be unreasonably withheld by either party. Any such agreement will be identified in a Letter of Understanding appended to this collective agreement.
- (i) Where an employee notifies her or his supervisor that she or he has been or will be unable to take the normal meal break due to the requirement of providing patient care, such employee shall be paid time and one half (1 ½) her or his regular straight time hourly rate for all time worked in excess of her or his normal daily hours.
- (j) The Employer shall not enter into any agreement with employees under Section 17 (2) of the Employment Standards Act, 2000 that conflicts with the collective agreement.
- (k) Employees will not be scheduled to rotate over more than two (2) different shifts during the week.
- (l) Where there is a violation of the scheduling provisions pertaining to consecutive days of work, weekends off, or time off between shifts, the Employer will pay the employee premium pay of one and one-half times her regular straight time hourly rate for all hours worked for the following tour of duty subject to Articles 15.01, 15.04 and 15.13.

14.02

7 ½ Hour Tours

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.

- (a) The normal daily tour shall be seven and one-half (7 ½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.
- (b) There shall be an interval of not less than:
 - i) Sixteen (16) hours off between tours worked unless mutually agreed otherwise premium pay will apply to all hours worked within the sixteen (16) hour period commencing at the end of the prior shift; and,
 - ii) Forty-eight (48) hours off following the night shift when changing to another shift unless mutually agreed otherwise premium pay will apply to all hours worked within the forty-eight (48) hour period commencing at the end of the prior shift.
- (c) Employees shall be entitled to paid breaks during the tour on the basis of fifteen (15) minutes for each half tour.
- (d) The regular daily tours of duty of a full-time employee shall average five (5) days per week over the 2 week pay period.
- (e) During each bi-weekly pay period there shall be four (4) days off, of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than five (5) consecutive days. In any event, schedules will not provide for more than six (6) consecutive days.
- (f)
 - i) An employee is entitled to one (1) weekend off in three (3).
 - ii) If required to work, an employee will receive premium pay for all hours worked on a third consecutive weekend save and except where:
 - A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - B) such employee has requested weekend work; or
 - C) such weekend is worked as a result of an exchange of tours with another employee.

14.03

Extended Tours/Hybrid Schedules

The Employer and the Union may agree to implement extended tours of hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may

include tours on weekends and normal tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds percent (66 2/3%) agreement of the full-time and part-time employees who work in the facility/unit.

Each home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of 66 2/3% agree of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The Extended Tour/Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

- (d) Hours of work

i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7 ½) hours and 11.25 consecutive hours per day.

iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 14.02.

iv) Where the union and the employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

- v) The Employer will endeavour to provide schedules of not more than three (3) consecutive days. In any event, schedules will not provide for more than four (4) consecutive days. If a nurse works five (5) or more consecutive extended tours, these tours will result in premium pay will apply. Such premium will not apply if it is a result of an exchange of tour with another employee.
- vi) An employee is entitled to every second weekend off. If required to work, an employee will receive premium pay for all hours worked on a second (2nd) and subsequent consecutive weekends save and except where:
 - A) such weekend has been worked by an employee to satisfy specific days off requested by such employee; or
 - B) such employee has requested weekend work; or
 - C) such weekend is worked as a result of an exchange with another employee.
- (e) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.

For clarity, for lieu days as a result of a paid holiday for full-time employees that have worked the holiday is banked at the amount of time that was worked on the holiday. Full-time employees that do not work the holiday will receive lieu time banked at 7.5 hours.

- (g) Shift and weekend premiums as per Articles 15.10 and 15.11 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.
- (h) Overtime premium as set out in Article 15.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.

For a hybrid schedule, the overtime premium as set out in Article 15.01 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the parties.

14.04

Christmas Scheduling

The Employer will schedule each employee five (5) consecutive days off at either Christmas or New Year's on an alternating basis from year to year.

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

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

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

At the request of the employee, the five (5) consecutive days off may be scheduled during the period of December 15th to January 15th to facilitate their cultural differences replacing the days off noted above.

14.05 Individual Special Circumstances Arrangements

In the event that the Home is willing to entertain a special scheduling arrangement for an individual due to special circumstances, the Union and the Home will meet to discuss, with any terms agreed to by parties documented and signed-off by the Union and the Home. Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise. It is understood and agreed that these arrangements would be based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

14.06 Innovative Scheduling

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, endure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties. Such schedules may be discontinued by either party with notice as determined through negotiations;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis;

- (f) It is understood and agreed that these arrangements can be utilized for temporary job postings for seasonal coverage.

14.07 Part-time Scheduling

- (a) A regular part-time employee must make the following commitment to be available for work scheduled:
- (i) for a minimum of 4 tours or shifts bi-weekly including one weekend, and,
 - (ii) available to work all shifts (days, evenings, nights).
- (b) Regular part-time employees shall be scheduled up to four (4) shifts bi-weekly in accordance with equal distribution, commencing with the employee with the most seniority. Any additional shifts will be offered on the basis of equal distribution in order of seniority before any casual part-time employees are utilized. Where no regular part-time employee is willing to perform the available work, casual part-time employees on the basis of seniority will then be offered such work.
- (c) Where premium (overtime) shifts become available such shifts shall be offered first to regular part-time employees on the basis of seniority, then full-time employees on the basis of seniority and then to casual part-time employees on the basis of seniority.
- (d) Offering of Shifts
- (i) For shifts starting within ninety-six (96) hours of a call, there shall be no requirement on the Employer to wait for a response after calling to offer the shift.
 - (ii) For shifts that are available with more than ninety-six (96) hours of a call, the nurse will have four (4) hours to call back to express interest in the shift(s).
 - (iii) All shift will be assigned to the person highest on our equalization roster who has responded by the deadline.
 - (vi) Nurses shall supply one (1) phone number which the Home will call for this purpose.

ARTICLE 15 - PREMIUM PAYMENT

- 15.01 (a) (Article 15.01(a) applies to full-time employees only)

If an employee is authorized to work in excess of the hours referred to in Article 14.02(a) or 14.03(d)ii), she or he shall receive overtime premium of one and one-half (1 ½) times her or his regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more,

overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 14.02(a) or 14.03(d)ii) 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 employee to payment of the normal tour differential provided herein. For purpose of clarity, an employee who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 ½) times her or his regular straight time hourly rate except on a paid holiday the employee shall receive two (2) times her or his straight time hourly rate.

(b) (Article 15.01(b) applies to part-time employees only)

If a part-time employee is authorized to work in excess of the hours referred to in Article 14.02(a) or 14.03(d)ii), she or he shall receive overtime premium of one and one-half (1 ½) times her or his regular straight time hourly rate. A part-time employee or casual employee who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1 ½) her or his 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 employee is engaged in reporting functions at the end of her or his normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 14.02(a) or 14.03(d)ii) 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 employee to payment of the normal tour differential provided herein.

15.02 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 an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

15.03 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 (1 ½) times the employee's regular straight time hourly rate or as otherwise provided.

15.04 Where an employee is required to work on:

- i) a paid holiday;
- ii) an overtime tour; or
- iii) on a tour that is paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate as a result of 15.03 above;

and the employee is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee), such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

Where an employee is call back from standby and works in excess of the hours of a normal shift on her or his unit, such employee shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

- 15.05 An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The employee shall be required to perform any nursing duties assigned by the Employer which she or he is capable of doing, if her or his regular duties are not available.
- 15.06 Where a full-time or regular part-time employee has completed her or his regularly scheduled tour and left the home and is called in to work outside her or his regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive time and one-half (1 ½) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the employee will receive time and one-half (1 ½) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 15.07 An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and forty-five cents (\$3.45) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a paid holiday, as set out in Article 16.01, the employee shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the employee is call into work under Article 15.06 above and works during the period of standby.
- 15.08 The regular straight time hourly rate for a full-time or part-time employee will be the hourly rate in the wage schedule set forth in Article 20.01 (a).
- 15.10 A nurse shall be paid a shift premium of ninety cents (\$0.90) per hour for each hour worked which falls between 1900 hours and 0700 hours. This tour differential will not form part of the nurse's straight time hourly rate.
- 15.11 A nurse shall be paid a weekend premium of one dollar and five cents (\$1.05) per hour for each hour worked between 1900 hours Friday and 1900 hours Sunday, or such other 48-hour period as the parties may agree upon. If a nurse is receiving premium pay under Article 15.01 or 15.02, the nurse will not receive weekend premium under this provision.
- 15.12
- (a) A weekend off shall be defined as 1900 hours on Friday and 0700 hours on Monday.
 - (b) Effective January 1, 2020 – Increase night premium by fifteen cents (\$0.15) to ninety cents (\$0.90).
 - (c) Effective April 1, 2020 – Weekend premium increase by thirteen cents (\$0.13) to one dollar and thirteen cents (\$1.13).

- (d) Effective April 1, 2021 – Weekend premium increase by fourteen cents (\$0.14) to one dollar and twenty-seven cents (\$1.27).
- 15.13 (a) It shall be the responsibility of the employee 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 employee. Where less than forty-eight (48) hours' notice is given personally to the full-time employee or twenty-four (24) hours' notice is given personally to the part-time employee, time and one-half (1-1/2) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.
- Where less than forty-eight (48) hours' notice is given personally to the full-time employee or less than twenty-four (24) hours' notice is given personally to the part-time employee for the cancellation of a shift that was added to her or his schedule, time and one-half (1-1/2) the employee's next shift worked. This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period.
- 15.14 When an employee is required to travel to the Home or to return home as a result of reporting to or off work while on standby, and chooses to travel by taxi, the Employer will pay transportation costs by taxi to a maximum of \$15 or as provided in the employer's policy or such greater amount as the Employer may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Employer satisfactory proof of payment of such taxi fare.
- 15.15 An employee who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal. Other employees working on extended tour that are required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Employer is unable to provide the hot meal.
- 15.16 The parties agree that nothing in this Agreement requires the Employer to offer shifts at premium without first exhausting opportunities to offer shifts to employees that are not in a premium position.

ARTICLE 16 - PAID HOLIDAYS

(Articles 16.01 to 16.07 apply to full-time employees only)

- 16.01 An employee who otherwise qualifies under Article 16.03 hereunder shall receive the following paid holidays:
- | | |
|----------------|--|
| New Year's Day | Civic Holiday (1 st Monday in August) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |

Victoria Day
Canada Day (July 1st)

Christmas day (December 25th)
Boxing Day (December 26th)

In the event that the Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be added to the above-mentioned holidays, substituting one of the above-named holidays as agreed by the parties.

16.02 Accommodations of Spiritual or Cultural Observances

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1st, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing, and that day shall become a paid holiday in accordance within the terms of the Collective Agreement for that employee.

Honouring such request shall be subject to the operational requirements of the Home.

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

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she or he may otherwise have been entitled unless she or he was scheduled to work that day.

16.04 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 14.02(a).

16.05 Subject to Article 16.03:

- (a) Where a holiday falls during an employee's scheduled vacation period, the employee's vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.
- (b) Where a holiday falls on an employee's scheduled day off, they shall receive seven and one-half (7.5) hours of lieu-time banked.

- 16.06 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 15.04. In addition, the employee will receive banked lieu time equal to the length of the scheduled shift worked on the holiday.
- 16.07 Where an employee is entitled to a lieu day under Article 16.05 or 16.06 above, such day off must be taken within a period of six (6) months or payment shall be made in accordance with Article 16.04.
- 16.08 (Article 16.08 applies to part-time employees only)
- If a part-time employee works on any of the holidays listed in Article 16.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1 ½) her or his 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 15.04 regarding hours worked in addition to her or his full tour.
- 16.10 Subject to the operational requirements of the Home, a full-time employee may accumulate up to five (5) lieu days which may be taken singly, consecutively or added to her vacation. Such lieu time must be requested by submitting a request to the Director of Care four (4) weeks in advance of the posting of the schedule. Such leave shall not be unreasonably denied. The employee shall advise the employer of their intention to bank a lieu day.

ARTICLE 17 - VACATIONS

- 17.01 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:
- (a) Employees who have completed less than one (1) year of full-time continuous service as of May 1 shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for employees whose regular hours of work are other than the standard work day) for each completed month of service prior to May 1 with pay in the amount of 6% of gross earnings. This vacation becomes available on May 1.
 - (b) Employees who have completed one (1) or more years of full-time continuous service as of May 1 shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay (112.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
 - (c) Employees who have completed three (3) or more years of full-time continuous service as of May 1 shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay (150 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (d) Employees who have completed thirteen (13) or more years of full-time continuous service as of May 1 shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay (187.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty (20) years or more of full-time continuous service as of May 1 shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-eight (28) years or more of full-time continuous service as of May 1 shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day), provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross 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%

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

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 formula set out in Article 17.03, shall be used to determine vacation entitlement.

- (b) Vacation pay for part-time and casual employees shall be issued in accordance with current practice.

17.03 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.

17.04 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee 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 and vice versa.

- 17.04
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which requires hospitalization and commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
 - (b) Where 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 provided the employee provides satisfactory documentation of the hospitalization.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) Where an employee's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the employee shall be entitled to bereavement leave in accordance with Article 12.05.
 - (e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.
- 17.06
- A vacation request, which has been submitted by the employee and then approved by the Employer, may not be cancelled by the Employer without the consent of the employee, unless in unforeseen extenuating circumstances.
- 17.07
- (a) The vacation entitlement year shall be May 1 to April 30. Employees shall indicate their vacation preference by March 1st of each year, and the Employer shall post the final vacation schedule by April 1st of each year. Choice of vacation period shall be based on seniority but shall be determined by the Director of Care or designate having due regard to the proper operation of the Home.

Vacation requests made after the posting of the vacation schedule shall be determined by the Director of Care or designate having due regard to the proper operation of the Home on a first come first served basis.
 - (b) Requests for vacation shall not be unreasonably and/or arbitrarily withheld.
 - (c) Employees may request to have the weekend off prior to or following their vacation. The employer will endeavour to schedule such request subject to the following:
 - i) Where the weekend off is granted and the employee was otherwise scheduled to work on those days, such extra days will be deemed to be vacation days;
 - ii) The employee must have such vacation entitlement available; and,

- iii) The weekend off being requested must be contiguous with (i.e. consecutive with) the employee's original vacation.
- (d) An employee shall be notified of the date and time on which to report back for work following vacation if the posted work schedule does not cover the employee's vacation period, if the information is known by the employer.
- (e) Vacations may be taken as earned in allotment of weeks (i.e. a full week is 7 consecutive calendar days and must include a full weekend (both Saturday and Sunday).
- (f) Full-time employees will be granted time off in single days or multiples thereof upon request, provided the employer agrees to that request.
- (g) Vacation quotas will not be unduly restrictive.
- (h) During the peak vacation period (defined as July 1st up to and including Labour Day), no employee shall be entitled to book more than three (3) weeks of vacation. This shall not be interpreted as requiring the Employer to approve three (3) weeks of vacation for every employee.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

(Article 18 applies to full-time employees only)

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

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Ontario Health Insurance Plan.
- (b) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Semi-Private Plan currently offered by the Employer or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care Benefits Plan currently offered by the Employer or comparable coverage with another carrier, providing the balance of monthly premiums are paid by the nurses through payroll deductions. Included in that coverage will be hearing aids [maximum \$300/person every 60 months]; and vision care [maximum \$250 every 24 months with ability to use coverage for laser surgery].

In addition to the above vision care shall include one eye exam per insured person every 24 months, once every 12 months for dependent children aged 17 and under.

Extended Health Care benefits includes chiropractic, massage therapy and physiotherapy (maximum of \$400/insured person annually for each service). Coverage for mental health services by a Psychologist, for a total of \$400 annually. Superior conditions maintained.

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

- (d) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment.
- (f) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Dental Plan currently offered by the Employer or comparable coverage with another carrier; providing the balance of the monthly premiums are paid by the employees through payroll deductions. The coverage will be based on current ODA fee schedule less 1 year and provide for recall oral examination to be covered once every nine (9) months. The coverage provides for major services as defined in the plan to a maximum of \$1500 per covered person per calendar year; and coverage for orthodontics at \$1000 maximum lifetime for children 17 and under; with all coinsurance and deductibles in accordance with the plan.
- (g) For purposes of health and welfare benefits under Article 18.01, dependent coverage is available to the employee, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, if the part-time employee has over 450 hours worked. Where the employee has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire.

Benefits Age 65 and Older

Semi-private hospital insurance, extended health care benefits and dental benefits will be extended to active full-time employees up to the nurse's seventieth (70th) birthday as per the current benefit plan.

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu.

- 18.02 For newly hired employees, coverage as set out in Article 18.01 shall be effective the first billing date in the month following the month in which the employee meets the enrolment or other eligibility requirements of the Plan. In no instance shall the

first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed.

- 18.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) 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.
- 18.07 (a) The Employer shall provide each employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 18. 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 18. The Employer shall also provide the Union with a copy of all current information booklets provided to the employees.
- 18.09 The Employer agrees that part-time employees may pay, through payroll deductions, for full premium costs of the ONA sponsored benefit program, provided that an individual Employer's systems can accommodate this. The ONA sponsored benefit plan will provide the Employer with an administrative rebate, if any.

The Employer will make no payroll deductions for such benefits in months in which the employee has insufficient earnings. In this circumstance, the employee is responsible for making the full payment to the ONA sponsored benefit plan.

The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

The parties agree to give the Employer appropriate time to establish the payroll deduction process. Once established the payroll deduction process for part-time benefits through the ONA sponsored program will be communicated to the Union and the part-time employees. The Employer will facilitate access to part-time employees by providing available benefit literature and other communications as appropriate.

ARTICLE 19 – MISCELLANEOUS

- 19.01 Copies of the Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Employer and the local Union, as requested. The cost of printing the Collective Agreement, will be shared equally by the Employer and the Union.
- 19.02 It shall be the responsibility of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her or his telephone number.
- 19.03 The employee may choose her or his personal physician to complete medical notes required by the Employer. This is not intended to restrict the Employer from

requiring an Independent Medical Examination.

19.04 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

19.05 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Employer recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Employer until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee in which case the employee will be considered to be on sick leave for the duration of the outbreak period. An employee may still use banked lieu time or vacation credits in order to keep her or his pay whole.

It is further understood and agreed that Article 19.03 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manor consistent with the *Ontario Human Rights Code*.

19.06 Criminal reference checks for employees, that may be required by the employer pursuant to provincial legislation, will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

19.07 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the data on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

19.08 The Employer shall provide to the Union individual bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union.

19.09 The regular pay day shall be every second Friday. Any changes to this date requires advance consultation with the Union and notice issued to employees.

Clarity note: any changes to the pay day shall not result in a period of greater than 14 days from last pay.

19.10 Malpractice and Professional Liability Insurance

The Home agrees to provide adequate insurance coverage at its expense to cover employees in the event of a legal action brought against an employee or employees for malpractice or negligence in the performance of any duties which are in the course of her/his employment with the Home.

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her or his Regulatory College with proof of liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Employer's liability coverage for Health Professionals in its employ.

19.11 Internet, Office, E-Mail Access

The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President if requested when available;
- (b) Designated space for a locked file cabinet;
- (c) Use of e-mail will be in accordance with Home policy.

19.12 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1).

- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 8 (grievance procedure).
- (c) Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

ARTICLE 20 – COMPENSATION

- 20.01 (a) The salary rates in effect during the term of the Agreement shall be those set out below. The regular straight time hourly rates for full-time, regular part-time and casual part-time employees shall be as follows:

Classification – Registered Nurse			
	April 1, 2019	April 1, 2020	April 1, 2021
Step			
Start			
1 Year	\$30.49	\$30.79	\$31.10
2 Years	\$33.28	\$33.61	\$33.95
3 Years	\$36.07	\$36.43	\$36.79
4 Years	\$38.85	\$39.24	\$39.63
5 Years	\$41.64	\$42.06	\$42.48
6 Years	\$44.43	\$44.87	\$45.32

(Apply to part-time employees only)

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

Applicable straight time hourly rate + 12.5%.

- (c) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits.

- 20.02 An employee who is promoted to a higher classification within the bargaining unit

will be placed on the grid of the higher rated classification so that she or he will receive no less an increase in salary than the equivalent of one step in the salary range of her or his previous classification (provided that it does not exceed the salary range of the classification to which she or he has been promoted) and her or his anniversary date, for the purposes of wage progression, shall be the date on which she or he started in the new position.

- 20.03 (a) Claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring. The employee shall co-operate with the Home by providing verification of previous experience. Credit for experience, shall not be less than one (1) year's service credit for each year of related clinical experience up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the employee has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Administrator. For part-time employees, one (1) year's service credit will equal fifteen hundred (1500) hours.

[Current employees will have their grid placement reviewed in accordance with the above amendment and where experience at the time of hire warrants higher placement on the grid, the employee will be placed at the higher grid step effective the signing of the Memorandum of Settlement.]

- (b) i) Increments for a full-time employee shall be effective on the employee's anniversary date.
- ii) Part-time employees shall advance to the next step of the salary grid upon completion of each fifteen hundred (1500) hours paid.

- 20.04 A part-time employee whose status is altered to full-time will assume her or his same level on the full-time salary grid. A full-time employee whose status is altered to part-time will assume her or his same level on the part-time salary grid. In either case the employee will be credited for service accumulated since date of last advancement.

- 20.05 For Nurse Practitioners (NP), the Employer will recognize related NP experience on the basis on one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of related experience within the probationary period in order to be considered for a salary increment. If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of related experience, she/he shall not be entitled to recognition.

NOTE: Related experience includes out of province.

- 20.06 (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. The

Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, 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 an employee becomes disabled with the result that she or he is unable to carry out the regular functions of her or his positions, the Employer may establish a special classification and salary with the hope of providing an opportunity for continued employment.

ARTICLE 21 – TERM OF AGREEMENT

- 21.01 This Agreement shall be effective from April 1st, 2018 and shall continue in full force and effect up to and including March 31st, 2020. If either party desires to modify or amend this Agreement, it shall give the other party notice in writing, not earlier than ninety (90) days before the expiry date of its election to do so.
- 21.02 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.
- 21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

ARTICLE 22 – APPENDICES

- 22.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:
- Appendix 1 ONA Grievance Form
- Appendix 2 List of Professional Responsibility Assessment Committee – Chairpersons
- Appendix 3 ONA Professional Responsibility Complaint Form

- Appendix 4 Letters of Understanding
- Supernumerary Positions
 - Mentorship Guidelines
 - Supernumerary Positions Internationally Educated Nurses (ENS)
 - ESA Agreement for Excess Hours

SIGNING PAGE

Dated at Mattawa, Ontario, this 17 day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Baldeuf"

"Neil Jones"
Labour Relations Officer

"Kayla Michaud"

"Libitha Cettirathu Thankappan"

APPENDIX 1

ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF



ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ETAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT			
SETTLEMENT REQUESTED/REGLEMENT DEMANDE			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO	
STEP ONE PREMIERE ETAPE ▶	EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	ffff	▶
STEP TWO DEUX- IEME ETAPE ▶	EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	fff	▶
STEP THREE TROIS- IEME ETAPE ▶	EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	ffff	▶

APPENDIX 2

**LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE -
CHAIRPERSONS**

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

APPENDIX 3

**LONG TERM CARE PROFESSIONAL RESPONSIBILITY WORKLOAD (PRW)
REPORT FORM**

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY
WORKLOAD (PRW) REPORT FORM**

The Professional Responsibility Clause in the Collective Agreement is a problem-solving process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. The PRW report form is a documentation tool that can facilitate and promote a problem-solving approach.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Employer: _____ Unit//Floor/Pod: _____

of Beds in Unit/Home: _____ Unit//Home Census this Shift: _____

Date of Occurrence:

Day	Month	Year
-----	-------	------

 Time: _____ 7.5 hr. shift 11.25 hr. shift Other: _____

Is this a Specialty Unit? Yes No

Name of Supervisor/Charge Nurse: _____ Date/

Day	Month	Year
-----	-------	------

 Time notified: _____

SECTION 2: DETAILS OF OCCURRENCE

Provide details of how the residents well being was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or employer policy that are believed to be at risk:

Is this an: Isolated incident? Ongoing problem? (when in outbreak) (Check one)

SECTION 3: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____
 Actual Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____
 Agency/Registry RN: Yes No And how many? _____
 Junior Staff*: Yes No And how many? RN _____ RPN _____
 PSW _____ Temp RNs _____
 RN Staff Overtime: Yes No If yes, how many staff? _____ Total Hours: _____

**as defined by your unit/floor/pod*

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave Sick Call(s) Vacancies
 Management Support available on site? Yes No
 On Standby? Yes No On Call? Yes No
 Did they respond? Yes No Did they resolve the issue? Yes No

Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", *CNO Communique*, Sept. 2002).

Were you working in a Charge Nurse Leadership Role? Yes No

i) Assigning:

Could you assign staff according to their abilities? Yes No
 Did you have time to determine what staff was most likely to need your help? Yes No
 Did you have time to provide necessary support and supervision? Yes No

ii) Communication:

Could you regularly check in with staff during the shift to identify the need for support? Yes No
 Are there clear roles and responsibilities? Yes No
 Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes No
 Have you notified compliance? Yes No

iii) Leadership/Supervision:

Were you given enough time, opportunity, tools and resources to properly supervise? Yes No
 Did you need to stop an unsafe situation? Yes No
 If yes, did this include intervening or taking over the care of a resident? Yes No

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

Facilitating Role model/mentor Advocating/promoting quality care
 Resource person Problem solver Team collaborator

SECTION 4: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

- Change in resident acuity/incidents e.g. falls. Provide details:

- Number of residents on infectious precautions _____ Type of Precautions:

- # of Admissions _____ # of Deaths _____ # of Transfers to Hospital _____

- Lack of/or equipment/malfunctioning equipment. Please specify:

- Visitors/Family Members Lack of resources/supplies Home in outbreak

- Communication/Process Issues Home in enhanced compliance monitoring

- Drs. Days Non-Nursing Duties. Please specify:

- Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify:

- Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

SECTION 5: REMEDY

- (A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.

(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the employer as having responsibility for a timely resolution. **Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):**

SECTION 6: RECOMMENDATIONS

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- Inservice
- Orientation
- Review nurse/resident ratio
- Change unit layout
- Float/casual pool
- Review policies & procedures
- Adjust RN staffing
- Adjust support staffing
- Replace sick calls/LOAs, etc.
- Input into how compliance recommendations are implemented
- Change Start/Stop times of shift(s). Please specify:

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Signature: _____	Phone # / Personal E-mail: _____
Date Submitted: _____	

SECTION 8: MANAGEMENT COMMENTS

Did you discuss the issues with your employee/nurse on his/her next working day?

Yes No

If yes, date: _____

Provide details:

Please provide a written response with information/comments in response to this report, including any actions taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

SECTION 9: RESOLUTION

Is the issue resolved? Yes No

If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Labour-Management. _____

SECTION 10: RECOMMENDATIONS OF UNION-MANAGEMENT COMMITTEE (LABOUR-MANAGEMENT)

The Union-Management Committee recommends the following in order to prevent similar occurrences:

LETTER OF UNDERSTANDING

Between:

ALGONQUIN NURSING HOME
(Hereinafter referred to as the "Employer")

And:

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

Re: Supernumerary Positions

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

1. Only so many positions will be created as are covered by government funding for supernumerary positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 6 below);
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.07;
5. Such nurses will be full-time and covered by the full-time collective agreement;
6. Such nurses will be in formal mentorship arrangements in accordance with Article 10.13 and the Letter of Understanding on Mentoring;
7. The duration of such supernumerary appointments will be for the period of funding or such other period as the parties may agree, provided such period is not less than twelve (12) weeks;
9. Such nurses can apply for posted positions after the probationary period is completed;
10. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned;
11. The Employer bears the onus of demonstrating that such positions are supernumerary;
12. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;
13. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Employer or the Union may require that the supernumerary nurse shall be first laid off.

Dated at Mattawa, Ontario, this 17 day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Baldeuf"

"Neil Jones"
Labour Relations Officer

"Kayla Michaud"

"Libitha Cettirathu Thankappan"

LETTER OF UNDERSTANDING

Between:

ALGONQUIN NURSING HOME
(Hereinafter referred to as the "Employer")

And:

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

Re: Supernumerary Positions Internationally Educated Nurses (IENS)

The Home may introduce supernumerary positions that may be offered to Internationally Educated Nurses (IENS). Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.

Nursing Career Orientation Initiative (NCO) nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from the date of inception to a period of time that the MOHLTC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.
2. Positions will be created on units/areas where the parties agree.
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.07.
5. Such nurses will be full-time and covered by the full-time provisions of the collective agreement.
6. The duration of such supernumerary appointments will be for the period of funding or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.
7. Such nurses can apply for posted positions after the probationary period is completed.
8. 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 layoff and the nurse will not be reassigned.
9. The Home bears the onus of demonstrating that such positions are supernumerary.

- 10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
- 11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Home or the Union may require that the supernumerary nurse shall be first laid off.

Dated at Mattawa, Ontario, this 17 day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Baldeuf"

"Neil Jones"
Labour Relations Officer

"Kayla Michaud"

"Libitha Cettirathu Thankappan"

LETTER OF UNDERSTANDING

Between:

ALGONQUIN NURSING HOME
(Hereinafter referred to as the "Employer")

And:

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

RE: Mentorship Guidelines

"Mentorship" is addressed in Article 10.11 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

Definition

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

Mentorship does not include:

- ❑ Supervising the activities of students. Supervision of the activities of students is covered in Article 10.11 (a).
- ❑ Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 10.11 (b). Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.
- ❑ Orientation to the organization or general functioning of the unit. This may include activities such as:

- ❑ WHIMIS training, the fire lecture, equipment location, home policies, introduction to staff, documentation processes, training on Ministry reporting, EMR documentation, introduction to residents, assessments and how/when to do them, joint review of resident's care plans for the purposes of orientating the employee to the residents, processes related to physicians rounding, completion of the tasks identified on the orientation checklist, and the general layout of the unit etc.
- ❑ The employer's historical use of titles or terms does not define a mentor for the purposes of Article 10.11 (c). We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or long term care workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 10.11 (c).

Key Elements

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

Implementation

- ❑ A Home may implement a mentorship relationship at any time during a nurse's employment when:
 - ❑ the nurse is experiencing difficulty in meeting standards of practice;
 - ❑ the nurse has a competency gap;
 - ❑ one-on-one management of the learning experience from an expert/ experienced nurse will be of assistance.
- ❑ The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the employer.

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

Evaluation

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

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

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

Dated at Mattawa, Ontario, this 17 day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

“Ehren Baldeuf”

“Neil Jones”

Labour Relations Officer

“Kayla Michaud”

“Libitha Cettirathu Thankappan”

LETTER OF UNDERSTANDING

Between:

ALGONQUIN NURSING HOME
(Hereinafter referred to as the "Employer")

And:

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

RE: ESA Agreement for Excess Hours

ONA agrees that the employer may exceed the hours of work limitations set out in Section 17(1)(b) of the Employment Standards Act, 2000, but only for the following purpose and to the following extent:

- (a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard 6 week period.
- (b) The Union agrees to average such scheduled hours over the same 6 week period for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act.
- (c) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day despite the limits set out in Section 18(1), (2), (3) and (4) of the Act. Each employee has the right to refuse the request to work beyond the limits in Section 18(1)(2) and (3) and (4) subject to the emergency provisions of Section 19 of the Act.
- (d) The Union agrees that employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (e) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week, up to a limit of 60 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the Act.
- (f) With the exception of allowing the averaging of weekly hours for the purpose of determining the employee's entitlement, if any, to overtime pay under Section 22 of the Act this agreement shall not be interpreted to disentitle an employee to any other premium payment under any other provision of the collective agreement.

Dated at Mattawa, Ontario, this 17 day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

"Ehren Baldeuf"

"Neil Jones"
Labour Relations Officer

"Kayla Michaud"

"Libitha Cettirathu Thankappan"
