

COLLECTIVE AGREEMENT

Between:

EDGEWATER GARDENS
(hereinafter referred to as "the Employer")

And:

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

Expiry: February 24, 2021

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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 AND RECOGNITION

2.01 Recognition Clause

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered Nurses including Temporary Class employed in a nursing capacity by Edgewater Gardens Long Term Care Centre in the Town of Dunnville, Ontario, save and except the Director of Care and persons above the rank of Director of Care.

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 thirty-seven and one-half (37.5) hours per week or seventy-five (75) hours biweekly, exclusive of overtime.

2.04 A regular part-time employee is an employee who is committed to and regularly works less than the normal full-time hours referred to in Article 2.03 on a regular predetermined basis.

2.05 A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.

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) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:

- i) For purposes of instruction,

- ii) In the event of an emergency situation,
 - iii) When performing developmental or experimental work, or
 - iv) When employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.
 - (c) 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.

2.08 Temporary Class Certificate

A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration, prior to the expiry of her or his Temporary Class Certificate of Registration she or he may be placed on an unpaid leave of absence, otherwise she or he will be deemed to be not qualified for the position of registered nurse or registered practical nurse, if applicable, and she or he may be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario Human Rights Code.

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at the start level of the appropriate wage grid.

2.09 The Employer agrees to employ sufficient registered nurses 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 (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to the average weekly hours that were scheduled in the four weeks starting March 1, 2021. For clarity, this includes existing vacancies.

(b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.

(c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.

(d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of date specified in (a) above, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.

(e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.

(f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

- 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 (including domestic violence).

4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.

4.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the *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, same-sex partnership status, gender identity, gender expression, family status 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 in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

4.05 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 Whistle Blowing Protection

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

4.07 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate

measures and procedures in consultation with the Joint Health and Safety Committee to address violence in the workplace, which may include, among other measures and procedures:

- i) Alert employees about a person with a known history of aggressive and responsive behaviours and their known triggers by means of:
 - A) electronic and/or other appropriate flagging systems,
 - B) direct verbal communication / alerts (i.e. shift reports),
 - ii) Communicate and provide appropriate training and education,
 - iii) Reporting all incidents of workplace violence,
 - iv) Long-term care home wide violence risk assessments.
- (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 and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

- 5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 – UNION SECURITY

- 6.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 6.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without

cost), and employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members' current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The employer will respond to such requests with any information it has which is readily available, within two weeks.

- 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.

The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.

- 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 Employer shall advise a Union Representative of all new hires and agrees that a Union Representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period. Where the Labour Relations Officer is the designated Union Representative, the Employer shall advise the Labour Relations Officer and arrange a time for the interview.

ARTICLE 7 – UNION COMMITTEES AND REPRESENTATION

- 7.01 The Employer will recognize the following:

- (a) Two Union Representatives. Upon mutual agreement of the parties, the number may be altered from time to time.

Where a Union Representative commences on an extended leave of absence, the Union will endeavour to find a temporary replacement for the Union Representative from within the Home.

- (b) A Grievance Committee of two employees.
- (c) A Negotiating Committee of two employees.
- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at least quarterly, or more frequently as otherwise mutually agreed and/or required pursuant to the Professional Responsibility article. 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 to 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.
- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.
 - (f) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.

7.02 The Union will supply the Employer with the names of its representatives and any changes thereto.

7.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.

7.04 (a) The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Notwithstanding the definition of the first shift of the day, employees on the night shift preceding or the evening and night shift on the actual day of the negotiation meeting shall receive paid time off for the actual day of the negotiating meeting.

- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfill their duties as Committee members as set out in a) above. However, it is further agreed that 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 or designate. Such permission shall not be unreasonably withheld.

7.05

Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the Act, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified committee member is not on-site and available, the Employer shall afford worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include aggressive residents.

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

- i) Designing safe procedures for employees,
 - ii) Providing training appropriate to these policies,
 - iii) Reporting all incidents of workplace violence.
- (i) The Employer shall:
 - i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation,
 - ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them,

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.
 - iii) Ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

- (j) A worker shall,
- i) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations,
 - ii) Use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn,
 - iii) Report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker, and
 - iv) Report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

(k) Injured Workers Provisions

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

(l) Infectious Diseases

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

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

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

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

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

(n) Damage to Personal Property

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

The employee must report the incident by the end of their shift. The employee will present her or his receipt to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period. The Employer will reimburse up to a maximum of one hundred dollars (\$100) per incident except for eyeglasses, which shall have a maximum reimbursement of three hundred dollars (\$300).

7.06 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

7.07 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

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

ARTICLE 8 – GRIEVANCE AND ARBITRATION 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. If a Union Representative is not available, ONA shall appoint a designate as 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) days of the occurrence.

Step No. 1

If further action is to be taken, then within ten (10) days of the discussion, the employee, who may request the assistance of her Union 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) days. The Administrator shall give a written decision within ten (10) 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) 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. As a good labour relations practice, 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) days following the discharge.

- 8.09
- (a) If an employee is to be reprimanded or disciplined, she may have a Union 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 Union Representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when Union Representative is unavailable, the Union Representative shall 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) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Union shall reply within ten (10) 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 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 or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:

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

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

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

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under 9.01 (a) i) – iii) shall be signed by the parties.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix 2. During the term of this Agreement the parties shall meet as necessary to review and amend by agreement the list of Chairs of Independent Assessment Committees.

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. The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2 (Recognition), 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 (Charge Pay).
- (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario Standards. In circumstances where the Home

hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her practice.

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

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

When an employee is required by the Employer to complete an e-learning programme outside her regularly scheduled working hours, she shall be paid for all time spent completing such learning at her regular straight time hourly rate of pay or at the employee's option, she 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.

- (c) The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.

10.06 When required by a certifying body 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 Articles 11.12 to 11.16.

10.08 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.

10.09 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.

10.10 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 10.11, 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.

10.11 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) months period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.

10.12 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.

- 10.13 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 AND JOB SECURITY

- 11.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service with the Home since the date of last hire, subject to Articles 11.05 and 11.06 and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of nine-teen hundred fifty (1950) hours paid with the Home since the date of last hire, equals one year of seniority and service subject to Articles 11.05 and 11.06 and any other related provision of the Collective Agreement.
- The Union and the Employer agree to abide by the Human Rights Code.
- (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 and casual part-time employees.
 - iii) 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 extension with recommendations for the employee's professional development.
 - iv) 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. 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) Generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time Employees, 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 injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) In accordance with the *Employment Standards Act* when on pregnancy/parental leave (currently a maximum of eighteen (18) months), family medical leave (currently a maximum of twenty-eight (28) weeks in a fifty-two (52) week period) or emergency leave (currently three (3) unpaid sick leave days for personal illness, three (3) unpaid family responsibility leave days for family member illness or other urgent matters, and two (2) unpaid bereavement leave days per year).

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 in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the 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) when on illness absence not paid by the Employer 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;
- (h) 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 resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for employees while an employee is on pregnancy leave under Article 12.05 and while an employee is on parental leave under Article 12.05. 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 while such employee is on a parental leave under Article 12.05.

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 ten (10) 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) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) Where an employee will be absent on vacation, she may indicate in writing to her 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.
- (d) 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.
- (e) 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 Nursing 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.

A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status. Full-time employees cannot apply for a position under (a) above.

- (b) Vacancies and subsequent vacancies that are expected to exceed sixty (60) calendar days and are caused by pregnancy and/or parental leave, Union leave, Workplace Safety and Insurance Board (WSIB) leaves, sick leave under Article 13, and family medical leave or any other leave protected under the *Employment Standards Act* or the *Human Rights Code* will be posted as "Temporary Vacancies" and filled as per Articles 11.07 and 11.09. For clarity, Article 11.08 (a) does not apply to these vacancies.

- i) The parties agree that an employee who is awarded a vacancy under (b) shall retain her/his original position/status and shall have the right to return to her/his former position upon the return of the employee whose position she/he is filling.
 - ii) Where a Temporary Vacancy arises under (b), full-time employees can apply for full-time Temporary Vacancies only. Part-time employees can apply for either full-time or part-time vacancies. Positions will be awarded pursuant to Article 11.09.
- (c) A part-time employee who is awarded a temporary full-time position under (b) shall be deemed to retain her/his part-time status.
 - (d) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
 - (e) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.

11.09 In all cases 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 date the job was posted.

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 of all hours paid since date of last hire. 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.

An employee will not be laid off out of seniority order if her 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 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 permanent or long-term nature means a layoff which will be longer than eight (8) weeks.

11.14 Ninety (90) days written 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.

11.16 Severance pay will be in accordance with the provisions of the Employment Standards Act.

11.17 Positions outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

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

- (b) An employee who accepts a transfer under (a) above will not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.
- (c) An employee who accepts a permanent position outside of the bargaining unit will lose all seniority held at the time of the transfer.
- (d) The Employer will advise the Union of the names of any employees pursuant to Article 11.17(a) or (b).

11.18 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 short and long-term 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.

11.19 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 nineteen hundred fifty (1950) 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.

11.20 Local Health Integration Networks and Restructuring

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

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.
- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for personal reasons without pay provided that he receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Employees

when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

12.02 Leave for Union Business

Subject to the operating needs of the Home, the Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business, which will not be unreasonably denied.

In requesting such leaves of absence, the Union must give three weeks' clear notice to the Employer to be confirmed by the Union in writing. Whenever possible the Union shall give more notice.

No more than two employees may be on such leave at any one time; the cumulative total of leave days for the bargaining unit under this Article shall not exceed 15 days in a calendar year.

During such leaves of absence the employee's salary and benefits shall be maintained by the Employer (if the employee was scheduled to work on such days) and will invoice the union for reimbursement as soon as possible following such occurrence, including premium payment where required. The union shall reimburse the employer within 60 days of receipt of such invoice.

12.03 Bereavement Leave

Compassionate leave of absence with pay will be granted for the purpose of mourning the death of a member of the employee's family, (consisting of spouse, common-law spouse, children, mother, father, grandparents, siblings, mother-in-law and father-in-law, sister-in-law, brother-in-law). The employee may request bereavement leave and shall be granted up to a maximum of five (5) consecutive calendar days, a maximum of five (5) of which shall be without loss of pay. For the death of an aunt, uncle or nephew, one (1) day of bereavement will be granted without loss of pay.

These days of leave must be confined to the period from the date of death up to and including the date of the funeral.

Pay for bereavement leave shall be based on time lost from regularly scheduled shifts that would otherwise have been worked. Bereavement leave is not granted when an employee is on another authorized absence, including leave of absence, sick, holiday pay, on vacation, or receiving Worker's Compensation Benefits.

Extended compassionate leave of absence for immediate family and/or other relatives, including other circumstances may be applied for in writing and shall be considered on a case-by-case basis.

Where it is necessary because of distance, the employee may be provided up to four (4) additional days unpaid leave.

If the employer suspects abuse, then the employer can request an employee to provide reasonable proof that the leave of absence was used for the purposes stated.

12.04 Jury & Witness Duty

An employee required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the employee:

- (a) Shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances.
- (b) Presents proof of service requiring her attendance.
- (c) Deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals.
- (d) Will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day.
- (e) Will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) Where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's employment with the Home or otherwise involves the Home, the Home 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 in accordance with Articles 14 and 15.

12.05 Pregnancy and Parental Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the 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) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave

begins, shall be entitled to parental leave.

- (e) Parental leave must begin no later than sixty-three (63) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (f) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends sixty-one (61) weeks after it began if the employee also took pregnancy leave and sixty-three (63) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (g) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

12.06

Education and Professional Leave

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) 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.
- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the Employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario or the Registered Practical Nurses' Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario or the Registered Practical Nurses' Association of Ontario subject to the following limitations:
 - i) No more than one (1) employee may be absent at one time,
 - ii) Employees must provide at least thirty (30) calendar days' notice in writing,

iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

(e) All Registered Staff are required to maintain their CPR certification. The employer will provide yearly CPR recertification at no cost to the employee. The time to complete the course is not paid (unless the staff member is working). If the employee is not able to attend the scheduled free CPR session, they must complete recertification on their own time and at their own cost.

12.07 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including RRSP (if permitted by the Plan and matched by the employee) 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 position.

12.08 Domestic or Sexual Violence Leave

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

ARTICLE 13 – SICK LEAVE

13.01 The Employer reserves the right to request information with respect to limitations, restrictions, prognosis in such manner as it deems necessary in the circumstances with respect to any request for paid or unpaid sick leave. The employer also reserves the right to request a doctor's note for any absences.

Pay for sick leave is for the sole and only purpose of protecting full time employees against loss of income and will be granted to all full time employees on the following basis:

- (a) Absence for injury compensable under the provision of the Workplace Safety and Insurance Act shall not be charged against sick leave credits
- (b) Full time employees

At the beginning of each calendar year, five (5) sick credits will be available in the employees sick bank. Sick credits will continue to accrue monthly, up to a maximum of 15 sick credits annually. A maximum of three (3) sick credits may be carried over at the end of each calendar year. All remaining sick credits will be paid out in the last pay cheque of the year.

ARTICLE 14 – HOURS OF WORK AND SCHEDULING

- 14.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 14.02 The normal daily shift shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (½) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, at a time designated by the Employer.
- 14.03 The standard day for all employees covered by this Agreement will be defined as a twenty-four (24) hour period beginning with the night tour:
- Night Tour 2300 - 0700 hours
Day Tour 0700 - 1500 hours
Evening Tour 1500 - 2300 hours
- 14.04 Where circumstances warrant a change in the starting and stopping times indicated above, the employer will provide the Union with six (6) weeks' notice and will meet to discuss any changes with the Union prior to implementation. The introduction and discontinuation of a scheduled tour other than the normal daily tour of 7.5 hours will be negotiated by the parties.
- 14.05 Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 14.06 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, 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 any employee under the terms of this Agreement.
- 14.07 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7½) hour shift rather than the actual hours worked.
- 14.08 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- 14.09 Schedules will cover a four (4)-week period and be posted 2 weeks in advance.
- 14.10 Employees will not be scheduled to work more than seven (7) consecutive days without their consent.
- 14.11 Where a posted schedule is changed with less than 24 hours' notice to the employee before the starting time of the shift as originally scheduled, the employee

will be paid time and a half (1 ½) for the hours worked on the changed shift for which she/he has not received 24 hours' notice.

14.12 There shall be an interval of not less than:

- (i) Twelve hours between the end of one scheduled shift and the start of the next.
- (ii) Forty-eight (48) hours time off when the tour of duty is changed following night duty.

If the employer fails to provide these intervals in the schedule, the employee will be paid one and a half (1 ½) times her/his regular hourly rate for the number of hours' difference between the prescribed interval and the actual number of hours scheduled off.

14.13 For full-time and part-time nurses, the employer will provide every second weekend off. If a full-time or part-time nurse works a second consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by an employee to satisfy specific days off requested by such employee;
- ii) such employee has requested weekend work only; or
- iii) such weekend was worked as a result of an exchange with another employee.”

14.14 There will be no scheduled split tours.

14.15 Employees will be assigned to work up to two of the following days during the Christmas holiday: December 25th, December 26th, December 31st and/or January 1st.

Every effort will be made to provide alternating time off from year to year, with at least 3 consecutive days off during the off year for full-time employees.

The Home will post a list no later than October 15th allowing each employee to indicate his/her preferences. The Administrator will post the approved list no later than November 15th, taking into consideration efficient operation of the Home.

All casual employees will be expected to be available to work one of the following dates: Dec. 24, 25, 26, 31, Jan. 1, 2.

14.16 Additional tours will be offered to regular part time employees who have made themselves available on the basis of seniority, prior to offering tours to casual employees on the basis of seniority, subject to the following:

- i) Employees to wish to be considered for additional tours must indicate their availability in the manner prescribed by the employer.
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the employer will not be required to offer tours which would result in overtime premium pay;
- iv) When a regular part time or casual employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the employer are made;

If there are no part-time or casual employees available for a straight time additional tour, the additional overtime tour will be offered first to full-time employees on the basis of seniority, and then to part-time employees on the basis of seniority, and then to casual employees on the basis of seniority.

- 14.17 A casual employee will provide the Employer with the dates of availability and/or unavailability to work two weeks prior to the posting of the schedule.
- 14.18 Requests for specific days off shall be submitted to the employer two weeks prior to the posting of the schedule. Approval for such requests will not be unreasonably denied.

ARTICLE 15 – PREMIUM AND OTHER PAYMENT

- 15.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the employer. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
- 15.02 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- 15.03 Shift and Weekend Premium
- (a) Effective Feb. 25, 2019, an employee who has the majority of his/her hours of work between 1500 hours and 2300 hours shall receive a shift premium of thirty-five cents (\$0.35) per hour for all hours worked on his/her shift.
- Effective Feb. 25, 2020, an employee who has the majority of his/her hours of work between 1500 hours and 2300 hours shall receive a shift premium of forty cents (\$0.40) per hour for all hours worked on his/her shift.
- (b) Effective Feb. 25, 2019, an employee who has the majority of his/her hours of work between 2300 hours and 0700 hours shall receive a shift premium of forty cents (\$0.40) per hour for all hours worked on his/her shift.
- Effective Feb. 25, 2020, an employee who has the majority of his/her hours of work between 2300 hours and 0700 hours shall receive a shift premium of forty-five cents (\$0.45) per hour for all hours worked on his/her shift.
- (c) Effective Feb. 25, 2019, an employee will be paid for each hour worked between 2300 hours Friday to 2300 hours Sunday. The premium will be thirty cents (\$0.30) per hour for all hours worked on his/her shifts. This premium will be in addition to regular premiums.
- Effective Feb. 25, 2020, an employee will be paid for each hour worked between 2300 hours Friday to 2300 hours Sunday. The premium will be

thirty-five cents (\$0.35) per hour for all hours worked on his/her shifts. This premium will be in addition to regular premiums.

- 15.04 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate (i.e. 1.5 hours off for each hour of premium overtime worked). Employees may accumulate and bank up to a maximum of two (2) lieu days at any time. Accumulated lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6th and November 30th of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least two weeks in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.
- 15.05 When an employee is called back to work after having left the home upon completion of a regular shift of seven and one-half (7 ½) hours or more, he/she will receive a minimum of three (3) hours at straight time rates or actual hours worked at the rate of time and one half (1 ½) his/her regular rate of pay, whichever is greater. If the call back is within three (3) hours of the start of his/her next regular shift, he/she will be paid at the rate of time and one half (1 ½) for all hours worked prior to his/her regular shift, and at straight time for his/her regular shift. This does not apply to previously scheduled shifts or additional shifts the employee may choose to work.

ARTICLE 16 – PAID HOLIDAYS

- 16.01 A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:
- New Year's Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
- 16.02 Full-time employees will be eligible to receive an additional floating holiday in the calendar year with pay to be taken at a mutually agreed upon date with the Director of Care.
- 16.03 In order to qualify for any of the above recognized public holidays, the employee must work his/her regularly scheduled work day before and after the holiday, unless the absence is authorized by the Director of Care. Employees who have agreed to or were otherwise scheduled to work on a public holiday and fail to report for duty without reasonable cause to work their shift will not be entitled for holiday pay.

- 16.04 If a recognized holiday occurs during an employee's vacation, a replacement day will be available subject to the approval of such day by the Director of Care.
- 16.05 Holiday pay will be computed on the basis of employee's regular rate of pay for the number of hours he/she would have normally worked during the normal shift had there been no holiday.
- 16.06 When a full-time employee works on a holiday, other than his/her floating holiday, he/she will receive premium pay at the rate of time and one half (1.5) his/her straight time hourly rate of pay and will receive another day off with pay.
- 16.07 When a full-time employee works on a holiday the Home will endeavour to schedule compensating time off within a 30-day period following, on a day mutually agreeable to the employee and the employer.
- 16.08 A shift that begins during the twenty-four (24) hour period of the above holidays, where the majority of hours' work falls within the holiday, will be considered to be work performed on the holiday for the full period of the shift.
- 16.09 When a part-time employee is scheduled to work on a public holiday, he/she will be paid at the rate of two and one half (2.5) times his/her regular rate of pay. Any further holiday compensation is included within the payment of benefits in lieu.
- 16.10 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. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 16.07.

Honouring such request shall be subject to the operational requirements of the Home. Where a full-time employee is required to work the substitute day, she will receive a lieu day off with pay.

ARTICLE 17 – VACATIONS

- 17.01 The vacation year shall be based and calculated covering the period from July 1st to June 30th of each year.
- (a) Employee's eligibility for both vacation time and vacation pay shall be calculated and based on the employee's service with the Home.
 - (b) Upon termination for any reason, full payment for vacation earned but not already paid will form part of the final pay.
 - (c) Employees shall indicate their vacation preference for the summer months by March 1st of each year, and the Home shall post the final vacation schedules by May 1st of each year, based on department requirements.

- (d) Vacations shall be granted in order of employees' service. To ensure fairness to less senior employees, maximum 2 weeks' vacation will be granted during the peak period (June 15th to September 15th of each year);
- (e) No vacation will be granted from December 20th to January 5th of each year to best accommodate scheduling during the Christmas-New Year's period without the consent of the Director of Care.

17.02 Paid vacation will accumulate based on the years of service, as follows:

For Full-time:

- (i) Less than one (1) year, per the Employment Standards Act,
- (ii) At one (1) year, begin to accrue for two (2) weeks' vacation,
- (iii) At three (3) years, begin to accrue for three (3) weeks' vacation,
- (iv) At six (6) years, begin to accrue for four (4) weeks' vacation,
- (v) At ten (10) years, begin to accrue for four (4) weeks' and two (2) days vacation,
- (vi) At fifteen (15) years, begin to accrue for five (5) weeks' vacation,
- (vii) At twenty (20) years, begin to accrue for six (6) weeks' vacation.

For Part-time:

- (i) Less than 1950 hours, per the Employment Standards Act,
- (ii) At 1950 hours begin to accrue at two (2) weeks, 4%,
- (iii) At 5850 hours begin to accrue at three (3) weeks, 6%,
- (iv) At 13,650 hours begin to accrue at four (4) weeks, 8%,
- (v) At 29,250 hours begin to accrue at five (5) weeks, 10%,
- (vi) At 39,000 hours begin to accrue at six (6) weeks, 12%.

17.03 Vacations – Interruption

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

vacation credits.

- (d) Where an employee's scheduled vacation is interrupted due to bereavement leave and/or jury and witness duty, the employee shall be entitled to bereavement leave and/or jury and witness duty in accordance with Article 12.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave and/or jury and witness duty leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 18 – BENEFITS AND RETIREMENT

18.01 Group benefits as outlined in the group benefits handbook (Green Shields Canada, Senior Management classification, effective April 1, 2014) will be available to eligible full time employees upon the commencement of employment, under the terms and conditions of the plans.

Effective the date of the first collective agreement arbitration award, vision care coverage is increased to \$250 every 24 months.

All premiums for the extended health benefits above will be 100% paid by the Employer. Premiums for dental benefits will be split 50/50% between employer and employee.

In the event of any variation between the information in the group benefits handbook and the provisions of the policy, the Group Policy will prevail.

18.02 Change of Carrier

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits remains the same or better. The Employer will advise the Union in writing of any change in carrier or underwriter at least thirty (30) days prior to implementing the change.

18.03 Part-Time employees will receive an allowance in lieu 14% of all benefits, with the exception of vacation and RRSP. The in-lieu percentage for benefits will be reduced for part-time employees who participate in the group RRSP by the percentage of RRSP contributions (e.g.) 14% in-lieu of benefits – 4% RRSP contribution = 10% in lieu of benefits.

18.04 Vacation entitlement for all part time employees will be calculated and paid out on the first pay in the month of July of each year, identified separately on employee's pay cheque.

18.05 Part-time employees have the option to participate in the benefit plans referred to in Article 18.01, subject to the terms of the plan, and providing they pay 100% of the premiums.

18.06 Registered Retirement Savings Plan

All Full and Part time employees have the option to participate in the plan upon completing 975 hours worked.

Plan contributions will accumulate based on employees' current wages, as follows: Each eligible employee shall contribute towards the plan from each pay period an amount equal to the amount specified, and with equal contribution by the Employer.

ARTICLE 19 – MISCELLANEOUS

- 19.01 Copies of this 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 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.
- 19.04 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.
- 19.05 Influenza Vaccine
- Upon recommendation of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.
- If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the employee has been cleared by the public health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employee's physician of such medical condition in consultation with the Employer's physician, (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.
- If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.
- If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she

shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

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

19.06 The regular pay day shall be every second Thursday via Direct Deposit and employees will be provided a paper copy or electronic access of the pay statement. If the Employer plans a change in practice there shall be no less than thirty (30) days notice to the Union and its members of such change.

19.07 Errors on Paycheques

In the event of an error on an employee's pay of less than four (4) hours, which is brought to the attention of the Employer, the payment for the shortfall will be included in the following pay period.

Errors on an employee's pay of four (4) hours or greater shall be advanced payment within three (3) business days from the date it is brought to the attention of the employer, unless the employee agrees to wait until the next pay period.

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 Liability Insurance

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 the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obligates the Employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

19.10 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (ONA 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.

19.11 Uniform Allowance

A uniform allowance will be provided for employees required to wear a uniform following the completion of the probation period. The employee is required to submit the receipts to the Business Office by December 15th of each calendar year in order for the Home to reimburse the employee for the cost accordingly.

- (a) Full-time employees will be reimbursed for the cost of uniforms and/or footwear up to a combined maximum of one hundred and fifty dollars (\$150) per year.
- (b) Part-time employees will be reimbursed for the cost of uniforms and/or footwear up to a combined maximum of one hundred dollars (\$100) per year.
- (c) Casual employees will be reimbursed for the cost of uniforms and/or footwear up to a combined maximum of seventy-five dollars (\$75) per year.

ARTICLE 20 – COMPENSATION

- 20.01 The regular straight time hourly rates for full-time, regular part-time and casual employees shall be as follows:

| Step | RATE at CERTIFICATION | February 25, 2019 | February 25, 2020 |
|-----------------|-----------------------|-------------------|-------------------|
| Start | \$32.57 | \$32.90 | \$33.22 |
| 1 – 1,950 hours | \$34.86 | \$35.21 | \$35.56 |
| 2 – 3,900 hours | \$37.16 | \$37.53 | \$37.91 |
| 3 – 5,850 hours | \$39.44 | \$39.83 | \$40.23 |
| 4 – 7,800 hours | \$41.73 | \$42.15 | \$42.57 |

Part-time In Lieu Rate

The fourteen percent (14%) premium is given in lieu of benefits with the exception of vacation and RRSP. The in-lieu percentage for benefits will be ten percent (10%) for part-time employees who participate in the group RRSP.

- 20.02 An employee will automatically progress from one step of the salary grid to the next upon completion of every 1,950 hours paid, subject to Article 11.05.
- 20.03 The employer shall, when the Director of Care is not in the Home, designate an employee to be in charge. The charge nurse will receive an additional \$1.00/hr during the times when the Director of Care is not in the home.
- 20.04 Recognition of Previous Experience
- (a) The Employer will recognize recent related RN experience on the basis of 1,950 hours for one step on the grid. It shall be the responsibility of a

newly hired employee to make a claim of recent and 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 recent related experience, she/he shall not be entitled to recognition.

NOTE: For greater clarity, recent related experience includes recent related RN experience out of province and out of country.

- (b) In addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of 3,900 hours for one step on the grid. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she shall not be entitled to recognition.

NOTE: For greater clarity, recent related experience includes recent related RPN experience out of province and out of country.

20.05 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step 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, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home 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.

20.06 Retroactivity

Except as expressly noted, all the terms and conditions shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

Retroactivity on salaries (Article 20.01) and shift/weekend premiums (Article 15.03) will be paid within four full pay periods (approximately 8 weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such

circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Home will contact former employees at their last known address on record with the home, with a copy to the bargaining unit, within 30 days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

Such employees will have a period of sixty (60) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the sixty (60) day period, their claim will be deemed to be abandoned.

ARTICLE 21 – DURATION

- 21.01 This Agreement shall continue in effect from February 25, 2019 until February 24, 2021, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 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
 - Supernumerary Positions – Nursing Career OriENtation (NCO) Initiative for Internationally Educated Nurses (IENS)

Dated at Dunnville, Ontario, this 6th day of July, 2021.

FOR THE EMPLOYER

Greg Allen
Administrator/ Director of Care

FOR THE UNION

Sherri Ludlow
Labour Relations Officer

Solveigh Knol-Warden

Midge Cheeseman

APPENDIX 1

ONA GRIEVANCE FORM

| | | | |
|---|--|---|---|
| ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO | | | |
| GRIEVANCE REPORT / RAPPORT DE GRIEF | | | |
| ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE | EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF | STEP ÉTAPE 1. 2. 3. | DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR |
| NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> | | | |
| SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> | | | |
| SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE: | | SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIIO: | |
| STEP ONE | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: | |
| PREMIÈRE ÉTAPE | | DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: | |
| ▶ | DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR: | |
| STEP TWO | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: | |
| DEUXIÈME ÉTAPE | | DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: | |
| ▶ | DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR: | |
| STEP THREE | EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR | DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: | |
| TROISIÈME ÉTAPE | | DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: | |
| ▶ | DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT: | SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR: | |
| ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE | | | |

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

**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 | <input type="checkbox"/> | No | <input type="checkbox"/> | And how many? | _____ | | |
| Junior Staff*: | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | 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
- Change unit layout
- Adjust RN staffing
- Input into how compliance recommendations are implemented
- Change Start/Stop times of shift(s). Please specify:
- Orientation
- Float/casual pool
- Adjust support staffing
- Review nurse/resident ratio
- Review policies & procedures
- Replace sick calls/LOAs, etc.

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:

Dated: _____

- Copies: (1) Manager
(2) ONA Rep
(3) Director of Care (or designate)
(4) ONA Member
(5) LRO

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT
FORM
GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for nurses to address concerns relative to resident care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW AND AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 9 FOR NURSING HOMES OR AS IDENTIFIED IN YOUR COLLECTIVE AGREEMENT.

PROBLEM SOLVING PROCESS

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Floor to develop strategies to meet resident care needs using current resources. Using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. Charge Nurse/Assistant Director of Care/Director of Care/Administrator) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload at the time of the occurrence, **complete** the form. **Some** Collective Agreements require the nurse to discuss the issue with the Manager (or designate) on the next day that both the Employee and Manager (or designate) are working or within the time frame stated in the Collective Agreement, **however** in the absence of this language, it is recommended and a good practice to discuss the concern with your Manager.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. The Bargaining Unit Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) The Nursing Home Professional Responsibility Clause assumes the Nursing Leader consulted in Steps 1 & 2 would be the same person consulted in the above Step 3 and therefore the Nursing Home Step 2 is: Failing resolution, **submit** the Professional Responsibility Workload Report Form to the Union-Management Committee within 20 calendar days from the alleged improper assignment. The Union-Management Committee will meet within 20 days of the filing of the complaint to attempt to resolve the complaint to the satisfaction of both parties. This is Step 3 in most of the other Collective Agreements. Please check your own Collective Agreement for accurate timelines. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) Prior to the complaint being forwarded to the Independent Assessment Committee (IAC), the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- 6) If the issue remains unresolved it shall be forwarded to an IAC as outlined in the Collective Agreement within the requisite number of days of the meeting in 4) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.
- 8) Any settlement arrived at under the Professional Responsibility Clause of the Collective Agreement shall be signed by the parties.

TIPS FOR COMPLETING THE FORM

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify residents.

APPENDIX 4 – LETTERS OF UNDERSTANDING**LETTER OF UNDERSTANDING**

BETWEEN:

EDGEWATER GARDENS
(Hereinafter referred to as the "Employer")

AND:

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

Re: Supernumerary Positions

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

1. The Employer may hire full-time supernumerary nurses, up to the maximum funding available as per the Ministry guidelines. The duration of such supernumerary appointments will be defined by the Nursing Graduate Guarantee rules and regulations.
2. Newly graduated nurses are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as nurses who have graduated from a nursing program within the last year.
3. Supernumerary positions are defined as those positions offered to newly graduated nurses that are over and above the minimum staffing complement. Furthermore, supernumerary nurses will not be utilized to fill/backfill permanent and temporary vacancies.
4. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurse 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.
5. All nurses hired under the new graduate initiative will be full-time and covered by all terms and conditions of the collective agreement. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.07.
6. Such supernumerary nurses can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.
7. Where supernumerary nurses successfully post into positions (pursuant to # 6 above) there is the potential that Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The Employer and the Union will meet to determine the distribution of the reinvestment initiative funding.

8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary nurse be laid off first.
9. Notwithstanding paragraph 5 above, 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.
10. Any issues related to the new graduate initiatives may be discussed at the Union-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. 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.

Dated at Dunnville, Ontario, this 6th day of July, 2021.

FOR THE EMPLOYER

Greg Allen
Administrator/ Director of Care

FOR THE UNION

Sherri Ludlow
Labour Relations Officer

Solveigh Knol-Warden

Midge Cheeseman

LETTER OF UNDERSTANDING

BETWEEN:

EDGEWATER GARDENS
(Hereinafter referred to as the "Employer")

AND:

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

RE: SUPERNUMERARY POSITIONS-NURSING CAREER ORIENTATION (NCO) INITIATIVE FOR 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 (NCO) Initiative 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 May 2014 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. Such agreement will not be unreasonably withheld.
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 Dunnville, Ontario, this 6th day of July, 2021.

FOR THE EMPLOYER

Greg Allen
Administrator/ Director of Care

FOR THE UNION

Sherri Ludlow
Labour Relations Officer

Solveigh Knol-Warden

Midge Cheeseman
