

COLLECTIVE AGREEMENT

Between:

IDLEWYLD MANOR CORPORATION, HAMILTON
(Hereinafter referred to as "the Employer")

And:

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

Expiry: March 31, 2020

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the employees concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes The Ontario Nurses' Association as the bargaining agent of all Registered and Temporary Class Nurses employed in a nursing capacity by Idlewyld Manor in Hamilton, save and except Director of Nursing and persons above the rank of Director of Nursing.
- 2.02 The Employer recognizes the following categories of employees:
- (a) A Full-time employee is an employee who is regularly scheduled to work more than twenty-two and one-half (22.5) hours per week.
 - (b) A Part-time employee is an employee who is scheduled to work less than twenty-two and one-half (22.5) hours per week.
 - (c) A Casual Part-time employee is an employee who is offered work on a call-in basis, but who does not work a regular schedule.
- 2.03 A Registered Nurse is defined as a person who holds a Certificate of Registration from the College of Nurses of Ontario, in accordance with the *Regulated Health Professions Act*, 1991, as amended.
- 2.04 A Temporary Class Nurse is a person who has met all the requirements for the general class of registration with the Colleges of Nurses of Ontario as a Registered Nurse and needs only to pass the national registration examination to obtain general class registration.
- 2.05 The word "Employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.06 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.

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 Employer will provide the rationale for this decision to the Union. The Union may request a meeting to make representation on this matter.
- (d) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other healthcare providers, shall be in accordance with *Regulated Health Professions Act* and related statutes and regulations in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

2.08 The Employer agrees to employ sufficient Registered Nurse Employees 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.

Notwithstanding the above, the Employer will continue to assign one hundred fifty-seven and one-half (157.5) RN hours per week. For clarity, this includes existing vacancies.

2.09 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the Employee to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plans.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Home and the direction of the working force are fixed exclusively in the Employer, and without

restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Supervise, maintain order, discipline and efficiency; plan and control working operations, and the scheduling of working hours;
- (b) Hire, direct, classify, transfer, promote, demote, layoff, discipline, suspend or discharge provided that a claim of discipline, suspension or discharge without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) Make and enforce and alter from time to time, reasonable rules and regulations to be observed by the Employees.
- (d) Manage and operate the Home, in all respects in accordance with its obligations, which, without restricting the generality of the foregoing, includes but is not limited to:
 - i) Determining the nature and kind of business and location of premises, equipment and materials to be used, the control of materials and equipment, and the methods and techniques of work;
 - ii) Determining the content of jobs, the allocation and scheduling of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof;
 - iii) Introducing new and improved facilities and methods to improve the efficiency of the operation of the Home.

3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The 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, or any applicable legislation.

4.02 It is agreed that there will be no discrimination on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any other factor which is not pertinent to the employment relationship.

4.03 The Union agrees there will be no Union activity on the Employers premises without permission of the Employer or as specifically provided for in this Agreement.

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, family status or disability”. Ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (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)*).

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 follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

4.05 Whistle Blowing Protection

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

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Union agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act, 1995*, as amended.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following:

- (a) There shall be two (2) Employee Representatives, one of whom shall be a Part-time Employee, selected from the Employees in the bargaining unit.
- (b) A Grievance Committee of up to two (2) Employees selected from among Employees in the bargaining unit.
- (c) A Negotiating Committee of up to two (2) Employees selected from among Employees in the bargaining unit plus a Labour Relations Officer from the

Union. It is understood and agreed that the Labour Relations Officer is the signing authority for the Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.

- (d) A Union-Management Committee comprised of an equal number of Representatives of the Employer and Employees employed in the bargaining unit. The Committee shall meet every two (2) months unless otherwise agreed and as required under Article 18.01 (a) i). Minutes of this meeting shall be maintained and signed by both parties. The role of the Chairperson shall alternate between Representatives of the Employer and Representatives from the Employees in the bargaining unit.
- (e) An Occupational Health and Safety Committee which shall be comprised of at least one (1) Employee from the bargaining unit.

6.02 The Union will supply the Employer with the names of its Representatives and changes thereto.

6.03 (a) If a Representative must leave her regular duties for a short period of time in order to attend to Union business in the Home, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

(b) Representatives of the Union shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or fulfilling other duties related to their responsibilities at this Home under this Collective Agreement.

(c) The Employer agrees that members of the Negotiating Committee shall not suffer any loss of pay for time spent during regular working hours in negotiations up to but not including Arbitration.

(d) Employees on the Negotiating Committee shall have the option of receiving paid time off for the night shift of the preceding day, or the afternoon shift of the actual negotiating day if scheduled to work these shifts.

6.04 The Union Committees shall have the right to have the assistance of Representatives or Consultants from or acting on behalf of the Ontario Nurses' Association. The Employer shall also have the right to have the assistance of Representatives or Consultants.

6.05 The Employer agrees to provide a Union Representative with up to thirty (30) minutes within the Orientation Program or at such other mutually agreed time, to meet with newly hired Employees covered by this Agreement.

6.06 The Employer agrees that when Employees are required to serve on Committees, such Committee meetings shall be scheduled during the Employee's regular

working hours, where possible. The Employee shall be paid for all hours spent outside her regular working hours at her regular rate of pay.

6.07 Occupational Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) Representative selected or appointed by the Union from the bargaining unit.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its function.
- (e) Meetings shall be held quarterly or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee, shall be deemed to be time worked for which she shall be paid by the Employer at her regular rate, and she shall be entitled to such time from her work, as is necessary.

6.08 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, the names of the clients will not be released to this 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.

The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

6.09 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 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.
- (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. Copies of these policies shall be provided to the Union and shall not be changed without prior notification to the Union. These shall include appropriate measures to address violence in the workplace, which may include but not be limited to:
- i) Assessing and reassessing risks;
 - ii) Control risks;
 - iii) Designing safe procedures for Employees;
 - iv) Alerting Employees about a person with a known history of aggressive behaviours and their known triggers by means of:
 - a) Electronic and/or other appropriate flagging systems; or
 - b) Direct verbal communication / alerts (i.e. shift reports)
 - v) Protection of Employees;
 - vi) Summon immediate assistance;
 - vii) Investigate all incidents or workplace violence;
 - viii) Communicate and provide appropriate training and education; and,
 - ix) Reporting all incidents of workplace violence.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training 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 her work. Such information shall be submitted in writing to the Union as soon as practicable.

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

ARTICLE 7 - UNION SECURITY

- 7.01 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name, employee number) from whom deductions were made, their telephone number, their work site (if the bargaining unit covers more than one site), and the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. The list shall also include name changes, deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Employer shall provide the information provided in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit, cheque date and number as well as payroll contact information.
- The Employer will provide the members' current addresses and phone numbers it has on record, with the dues lists, at least every six (6) months.
- 7.02 The Employer shall provide each Employee with a T4 Supplementary Slip, showing the dues deducted in the previous year for Income Tax purposes.
- 7.03 The Employer shall deduct dues commencing on the employee's first pay.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 Any Employee making a complaint and/or grievance is entitled to be represented by an Employee Representative from the bargaining unit at any time and all steps of the grievance procedure.
- 8.02 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable.
- 8.03 It is the intent of the parties that complaints of Employees shall be adjusted as quickly as possible and it is understood that an Employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with the immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. If there is no settlement within ten (10) working days, it shall then be taken up as a grievance within ten (10) working days in the following manner and sequence.

Step # 1

Any Employee having a grievance shall have the right, if she so requests, to refer it in writing to the Director of Nursing within ten (10) working days of becoming aware of the circumstances leading to the grievance. The Director of Nursing shall

reply in writing to the Employee within ten (10) working days from the date the grievance was brought to her attention.

Step # 2

If further action is to be taken, then within ten (10) working days after the decision is given in Step # 1, the Employee shall submit the grievance in writing dated and signed to the Administrator. A meeting may then be held between the Administrator, the Director of Nursing, and the Employee(s), and the Grievance Committee and the Labour Relations Officer at a time mutually agreeable to the Employer and the Union. The decision of the Administrator shall be given in writing to the Employee(s) within ten (10) working days following the meeting. The Employer also agrees to send a copy of the Administrator's decision to the Union's Labour Relations Officer within ten (10) working days following the meeting. Should the Administrator fail to render a decision or the decision is unsatisfactory to the Employee(s) or the Union, it may be referred to arbitration.

8.04 Should the Employer discharge, suspend or discipline any Employee(s), notification by the Employer to such Employee(s) shall be made in the presence of an Employee Representative. The Employee(s) and the Union shall be provided with written reasons for a discharge, suspension or discipline. Should the Employee(s) or the Union wish to file a grievance against this action it shall be in writing and filed within ten (10) working days under Step # 2 of the grievance procedure.

8.05 Policy Grievance

The Union or the Employer may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this agreement within twenty (20) working days after the circumstances giving rise to the grievance have occurred. Such grievance shall be originated at Step # 2. The non-grieving party shall give its decision in writing within ten (10) working days after the meeting and failing settlement, will be referred to arbitration by either party.

8.06 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 listing each Employee who is covered in this grievance to the Administrator or her designate. The group grievance must be signed by all Employees listed herein and must be presented within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employees. The grievance shall then be treated as being initiated at Step # 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 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.

- (b) Such grievance shall proceed directly to Step # 2 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.
- 8.08
- (a) If an Employee is to be reprimanded or disciplined, she may have an Employee representative present if she so requests.
 - (b) If an Employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.
- 8.09
- Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, notify the other party in writing, within twenty (20) working days of the decision under Step # 2 of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected, shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 8.10
- The Arbitration Board shall hear and determine the difference or allegation, and shall issue a decision, and the decision is final and binding upon the parties, and upon any Employee(s) affected by it.
- 8.11
- The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.12
- Each party shall pay its own expenses including appointees and witnesses and the cost of expenses of the Chairperson shall be born equally by the parties.
- 8.13
- The Arbitration Board may make such decision as in the circumstances it deems just and equitable, including interest payment where appropriate, and may vary or set aside any penalty or discipline imposed, and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.
- 8.14
- (a) The time prior to referral to arbitration may be utilized by the Union and/or the Employer to discuss and/or initiate a dispute resolution mechanism other than a three (3) person Board of Arbitration.

The parties may, by written agreement, substitute a sole arbitrator for the Board of Arbitration and the sole arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

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

- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Once appointed, the Arbitration Board shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement and to limit evidence and submissions.
- 8.16 Time limits fixed in complaints, grievance and arbitration procedures may be extended by the mutual consent of the parties.

ARTICLE 9 - JOB SECURITY

- 9.01 (a) Seniority shall be defined as length of service with the Employer since date of last hire.
- (b) Seniority for Part-time Employees shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) paid hours equals one (1) year of full-time service.
- 9.02 The probationary period shall be sixty (60) tours for full-time Employees and four hundred and fifty (450) hours for part-time Employees.
- With the written consent of the Employer, the probationary Employee and the Union, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed forty-five (45) tours for Full-time Employees and three hundred and thirty-seven and one-half (337.5) hours for Part-time Employees and the Employer will advise the Employee and the Union of the basis of the extension in writing.
- 9.03 The Employer will keep up-to-date seniority lists for Full-time and Part-time Employees, and post the same in a conspicuous place, and supply copies of the current lists to the Union twice a year, on March 15 and October 15 and prior to any layoff and for purposes of job posting.
- 9.04 Seniority shall be retained and accumulated when an Employee is absent from work under the following conditions, unless otherwise provided:
- (a) When on leave of absence with pay for a maximum of thirty (30) calendar days;

- (b) When on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- (c) When on sick leave and in receipt of weekly indemnity benefits under the Collective Agreement;
- (d) When in receipt of Workplace Safety and Insurance Board benefits up to one (1) year;
- (e) When on pregnancy/parental leave;

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

9.05 Seniority shall be retained but not accumulated when an Employee is absent from work under the following circumstances unless otherwise provided:

- (a) When on an approved leave of absence with pay, after thirty (30) calendar days;
- (b) When on an approved leave of absence without pay, after thirty (30) continuous days;
- (c) When absent on account of illness or disability and not in receipt of sick leave or weekly indemnity benefits under the Collective Agreement;
- (d) When absent and in receipt of Workplace Safety and Insurance Board benefits after one (1) year.
- (e) While on layoff.

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

9.06 An Employee shall be deemed to lose all service and seniority and shall be deemed to have terminated if she:

- (a) resigns;
- (b) is discharged for just cause and is not reinstated through grievance or arbitration procedures;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) Is absent from scheduled work for a period of three (3) or more consecutively scheduled working days without notifying the Employer of such absence and providing a satisfactory reason to the Employer;
- (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 *Ontario Human Rights Code*.

9.07 In the case of a vacancy, the Employer will post notice of such vacancy, for five (5) working days, prior to filling the position, in order that any interested Employee may apply. A copy of such notice shall be sent to the Local Union Representative. If no qualified Employee applied, the Employer may hire a new Employee from outside of the employ. The name of the successful applicant shall be posted by the Employer.

9.08 Part-time Employees shall be given the first opportunity to fill temporary vacancies. The Employer will outline the conditions and duration of such vacancy. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. An Employee who is absent due to leave of absence or illness shall have the right to return to her former position. An Employee returning from an extended illness or medical disability shall provide at least two (2) weeks advance notice of her return.

An Employee filling the temporary vacancy shall be reinstated to her former position at the completion of the temporary vacancy. Employees(s) newly hired to replace Employee(s) on an approved leave of absence may be released at the completion of the temporary vacancy and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the Employees(s) shall be credited with seniority from her date of hire subject to successfully completing her probationary period as defined in Article 9.02. The Employee(s) shall be credited with all hours worked from her date of hire towards their probationary period.

9.09 In all cases of transfer or promotion, the following factors shall be considered:

- (a) Skill, ability;

(b) Seniority.

When the factors in (a) are relatively equal, (b) shall govern. However, if senior applicants are refused a position, they will be given written reasons for such refusal.

(c) Registered nurses on staff shall not be terminated by the Employer for failing to obtain a university degree.

Registered nurses without a degree may be allowed to transfer from full-time to part-time and vice-versa, and a degree alone shall not be sufficient reason to deny such a transfer.

Notwithstanding the level of entry to practice (a baccalaureate degree in nursing which became effective in 2005), the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

9.10

Layoff and Recall

(a) Where there is a reduction in the workload resulting in a surplus of Employees, and the Employer intends to conduct a layoff, she shall lay off Employees in inverse of seniority at time of layoff.

(b) Employees shall be recalled in reverse order of layoff. For a layoff in excess of four (4) months, the Employee has the right to require orientation (the content and duration to be mutually agreed) for any job for which she does not feel immediately qualified.

(c) Ninety (90) days' notice of layoff shall be given to each affected individual and the Union which is not pyramided on the notice provided for in Article 9.10.

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union, noted in the preceding paragraph, shall be considered notice to the Union and to those member(s) displaced.

(d) The Employer shall meet with the Local Union through the Union Management Committee to review the following:

(i) The reasons causing the layoff;

(ii) The service which the Employer will undertake after the layoff;

(iii) The method of implementation, including areas of cutback and the Employees to be laid off;

(iv) No new Employee will be hired where there is an Employee(s) on layoff.

- (e) Before issuing any notice of layoff(s), the Employer shall meet with the Local Union through the Union Management Committee to review the following:
 - i) The reasons causing the layoff;
 - ii) The service which the Employer will undertake after the layoff;
 - iii) The method of implementation, including areas of cutback and the Employees to be laid off;
 - iv) No new Employee will be hired where there is an Employee(s) on layoff.
- (f) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without a prior meeting with the Union.

9.11 Positions Outside the Bargaining Unit

- (a) An Employee who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so.
- (b) An Employee who is transferred temporarily to a position outside of the bargaining unit for a period of less than one (1) year shall retain, but not accumulate, her seniority held at the time of the transfer. In the event the Employee is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

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

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

- (c) In the event that an Employee accepts a temporary transfer to a position outside of the bargaining unit for a period in excess of one (1) year or accepts a permanent position outside of the bargaining unit, she will lose all seniority held at the time of transfer. In the event the Employee is returned to a position in the bargaining unit, the Employee's seniority will accrue from the date of her return to the bargaining unit.
- (d) It is understood and agreed that an Employee may decline such offer to transfer and that the period of time referred to above may be altered by agreement of the parties.
- (e) The Employer agrees that **is it** will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any Employees performing the duties of positions outside

of the bargaining unit pursuant to Article 9.11, the date of the assignment commenced, the area of assignment and the duration of such assignment.

- (f) An Employee who accepts a transfer under Article 9.11 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

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

9.13 All benefits and other credits obtained under the agreement shall be retained and transferred with the Employee if she changes her status from Full-time to Part-time and vice-versa.

A Part-time Employee who changes her status to full-time will be given seniority credits on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and vice-versa. In addition an Employee who is so transferred will be given credit for paid hours accumulated since date of her last advancement.

ARTICLE 10 - EMPLOYEE FILES

10.01 In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the Employee involved with a copy to the Union. Such censure shall be removed from the Employee's file after a period of fifteen (15) months, and shall not thereafter be used against her.

10.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any Employee, it is understood and agreed that such Employee shall be given an opportunity to, upon request, sign the document, indicate any area of disagreement. Upon request she shall also be provided with a copy of the document and/or may review her file.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Requests for leaves of absence will be considered on an individual basis by the Administrator, or designate. Such requests are to be made in writing as far in advance as possible and a written reply will be given within ten (10) working days of such request, except in cases of emergency. Employees when making such request shall indicate the proposed date of departure and return. If the leave of absence is denied, the reason shall be given in the reply. Requests for leave of absence shall not be unreasonably withheld.

It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below.

11.02 (a) Union Leave

The Employer agrees to grant leaves of absence without pay, to Employees selected by the Union to attend Union business, including conferences and conventions. A maximum of one Employee is permitted to be on leave for Union business at a time, and requests for such leave will be processed in the order of receipt. During such leave of absence the Employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(b) Board of Directors

An Employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Employees shall continue to accrue seniority and service during such leave of absence to a maximum of three (3) consecutive two (2) year terms. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) President, ONA

Upon application, in writing, by the Union on behalf of the Employee to the Employer, a leave of absence shall be granted to such Employee elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) years. The Employee shall continue to accrue seniority and service during her absence. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits. The Employee agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

(d) Local Coordinator Leave

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

During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits.

11.03 Professional and Educational Leave

Employees may be granted leave(s) of absence with pay to attend workshops,

seminars and short courses, which may be deemed beneficial to the Employee's professional development especially as it relates to her responsibilities. Selection shall be made on an equitable basis from Employees who make application to attend. Such permission shall not be unreasonably denied.

11.04

Bereavement Leave

The following shall be granted:

- (a) In the event of death of a member of the Employee's family (family to be limited to spouse, child, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, grandchild, legal guardian, brother-in-law, sister-in-law, son-in-law, and daughter-in-law), the Employee shall be granted five (5) consecutive calendar days off without loss of her regular pay in conjunction with the day of the funeral in order to make arrangements for and/or attend the funeral. An Employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or memorial service (or equivalent) for her aunt, uncle, niece or nephew. For the purposes of bereavement leave, "spouse" will include a partner of the same sex who resides with the Employee.
- (b) Where travel is required, additional leave without pay shall be granted by the Employer.
- (c) In the event of the death of a relative of an Employee (relatives to be limited to spouse, child, mother, father, grandparents, brother or sister), the funeral of whom the Employee is unable to attend because of geographical constraints, then such Employee may request bereavement leave and shall be granted up to two (2) consecutive calendar days off, from the date of death. The Employee shall be paid for shifts in those two (2) days which she is scheduled to work.
- (d) An Employee will not be entitled to receive payment for any period in which she is receiving other payments. Notwithstanding, where an Employee's scheduled vacation is interrupted due to a bereavement, the Employee shall be entitled to bereavement leave. The portion of the Employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the Employee's vacation credits.

11.05

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The Employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) An Employee who is applying for pregnancy leave and who is entitled to parental leave, must commence her parental leave immediately following the end of her pregnancy leave. The Employee shall notify the Employer in writing of her intention to take parental leave at the same time she is

requesting pregnancy leave under Article 11.05 (b) above. The maximum pregnancy leave entitlement under the *Employment Standards Act* is seventeen (17) weeks.

- (d) The Employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Sections 18 and 20 of the *Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Effective October 12, 2007, that benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Benefits, and shall continue for a maximum period fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The Employer shall continue to pay the percentage in lieu of benefits for Part-time Employees based on the Employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

11.06

Parental/Adoption Leave

- (a) An Employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

Parental Leave

- (b) An Employee who has taken a pregnancy leave under Article 11.05 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in addition to the pregnancy leave in accordance with the *Employment Standards Act*, for a total period of up to sixty-three (63) weeks. In such instances, the Employee's parental leave must begin immediately following the final day of that Employee's maternity leave.

The parties agree that this amendment does not override the *Employment Standards Act's* provision regarding cases where the child does not come

into the care of the Employee until sometime after the end of the maternity leave.

An Employee who is eligible for a parental leave, is entitled to a leave period of up to sixty-one (61) weeks, consideration being given to any requirements of adoption authorities. In cases of adoption, the Employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.

- (c) The Employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Pregnancy/Parental Benefits pursuant to Section 23 of the *Employment Insurance Act*, or provincial benefits under a provincial plan, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. The benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Parental Benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly earnings on her last day worked prior to the commencement of the leave times her normal weekly hours. The Employer shall continue to pay the percentage in lieu of benefits for part-time Employees based on the Employee's normal weekly hours of that portion of the parental leave for which SUB payments are being made, i.e. twelve (12) weeks, in addition to pension contributions if applicable.

11.07

Jury and Witness Duty

If an Employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at the Home, or is subpoenaed to appear at the College of Nurses, the Employee will receive pay for those days of her regular schedule during which she is required to be absent, provided that such

Employee promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance.

An Employee shall not be required to attend work on those days on which she is fulfilling the above commitment.

11.08 Professional Leave

Professional leave with pay will be granted to Employees who are elected to the College of Nurses' or the Registered Nurses' Association of Ontario to attend the regularly scheduled meetings.

11.09 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the Employee, provided that she pays fifty percent (50%) of the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The Employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for Employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the *Employment Standards Act* for Employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an Employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

- (g) It is understood that an Employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.09 (e), when an Employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The Employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average hours over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the Employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

For purposes of this provision, it is understood and agreed that any absence under Article 16.01 (c) shall be considered a leave with pay.

- 11.10 Employees seeking to be appointed by the Province as classifiers or other secondments shall have their applications co-signed by the Employer. Subject to operational requirements Employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health and Long-Term Care or the LHIN, the Employer will maintain the Employee's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under the collective agreement. If such leave/secondment is not fully funded by the Ministry of Health and Long-Term Care or the LHIN, it shall be without pay and subject to the effect of absence language.

ARTICLE 12 - PAID HOLIDAYS

- 12.01 Employees shall receive the following holidays with pay:

New Year's Day - January	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day - December 25
Victoria Day	Boxing Day - December 26
Canada Day - July 1	Employee's Birthday

In the event that the Provincial Government declares an additional holiday (such as Family Day) during the term of this Agreement, such holiday will be substituted for one (1) of the above-mentioned holidays. The designation of the additional

holiday for an existing holiday shall be subject to Local determination and such designation shall not add to the present number of holidays.

12.02 Holiday pay will be computed on the basis of the Employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 14.01.

12.03 An Employee who is required to work on any of the foregoing holidays shall be paid at the rate of two and one-half (2½) times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off without pay, which shall be scheduled at a mutually agreeable time between the Employee and the Director of Nursing.

12.04 When a Full-time Employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02.

12.05 If any of the holidays above occur on an Employee's regular day off or during her vacation period, the Employee shall receive an additional day off with pay which shall be scheduled at a mutually agreeable time between the Employee and the Director of Nursing.

All requests for paid holiday time off must be provided with a written response within ten (10) working days.

Note: Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7½) hours each.

12.06 A tour that begins during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

12.07 A Regular Part-time Employee who is required to work on any of the foregoing holidays shall be paid at the rate of one and one-half (1½) times her regular straight time rate of pay for all hours worked on such holiday provided that she works her regular scheduled tours before and after such holiday. In addition, she will receive an additional day off without pay which shall be scheduled at a mutually agreeable time between the Employee and the Director of Nursing. Holiday pay for holidays set out in this Agreement and not worked is included in the percentage in lieu of benefits provision in this Collective Agreement.

All requests for paid holiday time off must be provided with a written response within ten (10) working days.

12.08 This provision shall only apply to nurses who were employed on or before December 18, 2015 including if they change status at any time in the future.

A Regular Part-time Employee who is required to work on any of the foregoing holidays shall be paid at the rate of two and one-half (2½) times her regular straight time rate of pay for all hours worked on such holiday provided that she works her regular scheduled tours before and after such holiday. In addition, she will receive

an additional day off without pay which shall be scheduled at a mutually agreeable time between the Employee and the Director of Nursing. Holiday pay for holidays set out in this Agreement and not worked is included in the percentage in lieu of benefits provision in this Collective Agreement.

All requests for paid holiday time off must be provided with a written response within ten (10) working days.

ARTICLE 13 - VACATION

13.01 All Full-Time Employees shall be granted vacation with pay as of their anniversary date as follows:

- (a) Less than one (1) year of employment – one point two five (1.25) days per month of employment;
- (b) one (1) or more years, but less than three (3) years of employment - three (3) weeks;
- (c) three (3) or more years, but less than twelve (12) years of employment - four (4) weeks
- (d) twelve (12) or more years, but less than twenty (20) years of employment - five (5) weeks
- (e) twenty (20) or more years, but less than twenty-five (25) years of employment - six (6) weeks
- (f) twenty-five (25) years or more – seven (7) weeks

All changes to be effective from the anniversary dates of Employees in 2010.

13.02 All Part-time Employees shall be granted vacation as of their anniversary date on the following basis:

- (a) Less than three (3) years of employment - three (3) weeks' vacation with vacation pay at the rate of six percent (6%) of their wages earned in the twelve (12) months of employment for which the vacation pay is given:
- (b) Three (3) or more years of employment - four (4) weeks' vacation with vacation pay at the rate of eight percent (8%) of their wages earned in the twelve (12) months of employment for which the vacation pay is given.
- (c) Twelve (12) or more years, but less than twenty (20) years of employment - five (5) weeks' vacation with vacation pay at the rate of ten percent (10%) of their wages earned in the twelve (12) months of employment for which the vacation pay is given.

- (d) Twenty (20) or more years, but less than twenty-five (25) years of employment - six (6) weeks' vacation with vacation pay at the rate of twelve percent (12%) of their wages earned in the twelve (12) months of employment for which the vacation pay is given.
- (e) Twenty-five (25) years or more - seven (7) weeks' vacation with vacation pay at the rate of fourteen percent (14%) of their wages earned in the twelve (12) months of employment for which the vacation pay is given.
- (f) Vacation pay shall be paid to the Employee on a separate cheque within one (1) month of her anniversary date.

All changes to be effective from the anniversary dates of Employees in 2010.

Equivalent years of service, calculated pursuant to the formula set out in Article 9.01, shall be used to determine vacation entitlement.

13.03 When an Employee's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such Employee's termination.

13.04 Scheduling

- (a) Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) Vacations may commence on any day of the week if mutually agreed.
- (d) Prior to leaving on vacation, Employees shall be notified of the date and time on which to report for work following the vacation.
- (e) A vacation request, which has been submitted by the Employee and then approved by the Employer, may not be cancelled by the Employer without the consent of the Employee.

13.05 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 that the Employee provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing Employee becomes seriously ill requiring her to be an in-patient 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 a bereavement or jury and witness duty, the Employee shall be entitled to bereavement leave in accordance with Article 12.05.
- (e) The portion of the Employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the Employee's vacation credits.

13.06 Vacation request forms will be distributed by the Employer in February of each calendar year. Employees will indicate their vacation requests on the form and submit the completed form by the return date specified by the Employer. Employees will have not less than two (2) calendar weeks to submit a completed vacation request form. Vacation request forms will be returned to the Employee by the Employer with response by April 2 and the approved vacation schedule will be posted. In cases of conflicting vacation requests, seniority shall be the governing factor. Vacation requests submitted after the submission deadline on the vacation request form will be granted on a first come first served basis, subject to operational needs.

ARTICLE 14 - HOURS OF WORK

- 14.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Employer shall not be construed to be a guarantee of hours of work to be performed on each tour or during each tour schedule.
- 14.02 The normal tour shall be composed of seven and one-half (7.5) consecutive hours exclusive of a meal period.
- At the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of payment under Article 14.07 (a).
- 14.03 There will be at least one-half (½) hour unpaid meal period scheduled during each Employee's shift.
- 14.04 There shall be a paid fifteen (15) minute rest period during each half shift. Employees will have the option of taking one (1) rest period of thirty (30) minutes per tour subject to the operations of the Home.
- 14.05 An Employee who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours' pay. Employees who are required to come in to work with less than one (1) hours' notice, and who are

consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.

14.06

Scheduling

- (a) The first shift of the day shall be the day tour.
- (b) The Employer shall post a schedule covering a two (2) week period which commences six (6) weeks from the date of posting.
- (c) There shall be a minimum of sixteen (16) hours between tour changes unless mutually agreed otherwise and a minimum of forty-eight (48) hours following the completion of the night tour. Should these regulations not be adhered to, the Employee shall be paid the premium as provided for in Article 14.07 (c).
- (d) After the schedule is posted, Employees may continue to be allowed to exchange tours of duty. Such changes initiated by the Employee will not result in additional cost to the Employer. All changes shall be approved by the Director of Nursing and shall not be unreasonably denied.
- (e) Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed otherwise.
- (f) A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday tour until the commencement of the Monday tour.
- (g) Full-time Employees shall receive four (4) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve, New Year's Day. Schedules may be changed during this period to accommodate this provision.

The Employer will endeavour to provide three (3) consecutive days off at either Christmas or New Year's for Part-time Employees but in any case Part-time Employees will be scheduled off at either Christmas Day or New Year's Day.

- (h) The Employer shall schedule, at least, one (1) weekend off in three (3). If the Employee is required to work on the fourth (4th) consecutive and subsequent weekend, she shall be paid for the time worked on such weekend at the premium as provided for in Article 14.06 (j) until such time as she is granted a weekend off, except where:
 - i) Such weekend has been worked by the Employee to satisfy specific day(s) off requested by such Employee; or
 - ii) Such Employee has requested weekend work; or

iii) Such weekend is worked as a result of an exchange of tour(s) with another Employee.

(i) An Employee shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked on the fourth (4th) consecutive and subsequent weekends until a weekend off is scheduled off.

14.07 Employees shall not be scheduled or required to work an excess of normally scheduled hours or days without her consent. An Employee shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment. Premium payment shall be paid as follows:

(a) Work authorized in excess of seven and one-half (7.5) hours in a standard day or seventy-five (75) hours bi-weekly shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) the Employee's regular straight time hourly rate.

(b) An Employee shall be paid double her regular straight time rate for all work performed in excess of seven and one-half ($7\frac{1}{2}$) hours on any tour for which she receives time and one-half ($1\frac{1}{2}$) her regular straight time rate.

(c) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty or a minimum of forty-eight (48) hours following the completion of the night tour, the Employer will pay to the Employee time and one-half ($1\frac{1}{2}$) her regular straight time rate for the following tour of duty worked;

(d) If the Employee is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half ($1\frac{1}{2}$) of all days scheduled in excess of seven (7) consecutive days until a day off is scheduled.

(e) If an Employee's scheduled tour is cancelled with less than twenty-four (24) hours personal notice from the starting time of the scheduled tour period, she will receive minimum of four (4) hours pay at her regular straight time rate.

14.08 Extended Tours

Where Employees are now working a longer daily tour, the provisions of Article 14 shall remain in effect except those provisions which are amended as follows:

(a) The normal tours of duty shall consist of six (6) eleven and one-quarter ($11\frac{1}{4}$) hours and one (1) tour of seven and one-half ($7\frac{1}{2}$) hours over a biweekly period;

(b) There will be at least a total of forty-five (45) minutes of unpaid meal period scheduled during each Employee's shift;

(c) Employees shall be entitled to paid rest periods during each tour totalling forty-five (45) minutes;

- (d) The first shift of the day shall be the day tour;
- (e) There shall be a minimum of twelve (12) hours between tour changes, excluding reporting time as provided in Article 14.01, unless mutually agreed otherwise;
- (f) Work authorized in excess of eleven and one-quarter (11¼) hours on an extended tour or seventy-five (75) hours bi-weekly, not including reporting time of fifteen (15) minutes or less at the end of tour as provided in Article 14.01, shall be compensated at the rate of time and one-half (1½) the Employee's regular straight time hourly rate;
- (g) In instances where the Employee receives pay on any tour at the rate of time and one-half (1½) her regular straight time hourly rate, the overtime premium provided for in 14.07 (f) for authorized work in excess of scheduled hours shall be at the rate of double the Employee's straight time hourly rate.

14.09 Part-time Scheduling

- (a) Any additional shifts offered will be based on their availability and seniority before any casual part-time nurses are utilized.
- (b) Where no regular part-time nurse is willing to perform the available work, casual part-time nurses on the basis of seniority will then be offered such work.
- (c) After the schedule has been posted the Employer will offer additional shifts that become available to part-time nurses in order of seniority and availability prior to offering shifts to casual part-time nurses.
- (d) Where premium (overtime) shifts become available, such shifts shall be offered first to full-time nurses on the basis of seniority, then regular part-time nurses on the basis of seniority and then to casual part-time nurses on the basis of seniority.
- (e) It is understood that the Employer does not have to offer shifts to nurses who have not provided availability.

14.10 Casual Nurses

Casual nurses may submit availability at the same time as other nurses.

ARTICLE 15 - MISCELLANEOUS

- 15.01 The Employer shall provide a bulletin board for the sole use of the Union in the staff room.

- 15.02 A copy of this Agreement in a mutually agreed form will be issued to each Employee now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 15.03 If facilities are available, the Employer shall grant permission to the Union to hold meetings on the Employer's premises.
- 15.04 Paycheques are to be issued biweekly on a regular pay day being Thursday, with a certified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope or electronically, upon consent of the Employee. When interfered with the occurrence of a Paid Holiday, the regular pay day shall be delayed by one (1) day. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 15.05 Prior to effecting any changes in the Employer's policies or rules, which would affect Employees covered by this Agreement, the Employer shall first discuss such proposed changes with the bargaining unit Representatives.
- 15.06 Each Employee shall keep the Employer informed of changes to relevant employment information.
- 15.07 An Employee may choose her personal physician for a medical examination required to comply with the statute.
- 15.08 Return to Work
- (a) The parties recognize the duty of reasonable accommodation for individuals under the *Ontario Human Rights Code* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Employer and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.
- (b) The Employer and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Employer and the Union agree that participants will use electronic communication where available.
- (c) 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 the bargaining unit president or designate 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.

- (e) The Employer and the Union recognize their joint duty to accommodate disabled Employees in accordance with the provisions of the *Ontario Human Rights Code*.

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

15.09 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of the bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the *Nursing Homes Act*.

15.10 The Employer will notify the Employee when it reports her to the College of Nurses of Ontario, and refer them to the Union as a resource.

15.11 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 Employer's liability coverage for Health Professionals in the Employer'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.

15.12 The Employer agrees to provide a locked file cabinet for exclusive use by the ONA Bargaining Unit President.

ARTICLE 16 - BENEFITS

16.01 The Employer agrees to pay the indicated percentage of the following Plans for Full-time Employees (excluding probationary Employees), who qualify under the terms of the Plan, and who subscribe to the said Plans through payroll deductions:

- (a) Green Shield - Medipac Plan - With no deductible.

The Employer agrees to arrange for, implement and supervise this Health Care Plan. The Employer will contribute an amount equal to one hundred percent (100%) of the premium for each Employee who indicates their desire to be covered by this Plan. It is understood that this Plan will cover

only those Employees who are not presently benefiting from similar insurance.

The Plan will include the following Professional Services coverage:

- Chiropractor - \$300 per calendar year
- Physiotherapist - reasonable and customary charges per visit with no cap
- Psychologist/Registered Psychotherapist/Social Worker (MSW) - \$200 per calendar year
- Speech Therapist - \$200 per calendar year
- Acupuncturist - \$200 per calendar year
- Massage Therapist - reasonable and customary charges per visit to a maximum of \$300 per calendar year
- Ophthalmologist or Optometrist - \$200 per calendar year

Out-of-country benefits.

*It is also understood that coverage will include dependent children who are:

- (a) unmarried and under the age of 21;
 - (b) who are unmarried and under the age of 25 (and enrolled in an accredited college, university or educational institution); or
 - (c) who are unmarried and deemed totally disabled while eligible as a dependent under (a) or (b).
- (b) Royal Bank of Canada Life Insurance - The Employer agrees to pay one hundred percent (100%) of the premium to insure all Employees sixty-four (64) years of age and under, for an amount equal to two (2) times the Employee's salary.
- Royal Bank of Canada Accidental Death and Dismemberment – The Employer agrees to pay one hundred percent (100%) of the premium to insure all Employees sixty-four (64) years of age and under, for an amount equal to two (2) times the Employee's salary.
- (c) Royal Bank of Canada Insurance, 1-1-4, twenty-six (26) week duration. The Employer agrees to pay one hundred percent (100%) of the premium for such disability insurance, and agrees to bridging. Provided that, any Employee requesting the bridging payment shall agree in writing to repay the Employer,
- i) Out of the insurance funds received or, if the claim is turned down,
 - ii) Out of wages.

This benefit schedule will be seventy percent (70%) of weekly earnings, to a maximum of fifteen hundred dollars (\$1,500.00) per week.

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

- (d) Commencing January 1, 2016, each Full-time Employee shall be entitled to her full wages for a period up to ten (10) days annually, when her absence from work arises through sickness for which no other benefits are available under this Collective Agreement.
- (e) Dental - The Employer agrees to pay seventy-five percent (75%) with no deductible and in accordance with current ODA fees.
- (f) Vision Care - Effective April 1, 2017, the Employer agrees to pay to Employees having prescription eye glasses or contact lenses an amount not to exceed three hundred and twenty-five dollars (\$325) during a twenty-four (24) month period with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery. In order to qualify for such payment, an Employee shall present to the Employer the invoice for eye glasses or contact lenses purchased during the aforesaid twenty-four (24) month period.
- (g) Upon ratification, in addition to standard benefits, coverage will include hearing aids maximum of seven hundred dollars (\$700) per person per three (3) years.

16.02 The Union agrees to indemnify and hold the Employer harmless from any and all liability and/or damage arising through the Employer's administering any and all of the plans as set out in Article 16, which liability and/or damage arises through an Employee's or the Union's failure to provide the Employer with relevant information that may affect the risk or insurability of the Employee.

16.03 The Employer will continue the present pension plan with Great West Life. The Employer shall deduct five percent (5%) of applicable wages from the Full-time Employee's pay and remit it to the credit of the Employee's individual plan, together with a matching Employer contribution. This plan will be individually vested after two (2) years of enrolment in the plan.

The plan is mandatory for all full-time Employees.

It is understood and agreed that Part-time Employees may, on a voluntary basis, enrol in the Employer's pension plan when eligible in accordance with its terms and conditions. The Employer will withhold five percent (5%) of a Part-time Employees' percentage in lieu and remit that amount to the credit of the Employees' individual plan, together with a matching contribution.

16.04 The Employer shall provide to each Employee and the Union a copy of the current information booklets for those benefits provided under this Article.

The Employer may substitute another carrier for any of the foregoing Plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer will provide the Union with details of the new plan.

- 16.05 Where an Employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for WSIB, that Employee may utilize her sick leave credits, provided the Employee has not received payment from the WSIB and two (2) weeks have elapsed from the date of her reporting the claim to the Employer, if the Employee has cooperated and communicated with WSIB and the Employer to secure her benefits in a timely fashion. The payment will be equivalent to the lesser of the benefits she would receive from WSIB if her claim was approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the Employee will submit a written undertaking that any payment will be refunded to the Employer following final determination of the claim by the WSIB. If the WSIB does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the Employee would be entitled under the sick leave plan. Any payment under this provision will continue until the Employee has exhausted her sick leave credits. Any funds paid to the Employee which must be reimbursed will be paid in a time frame agreed to by both parties.

ARTICLE 17 - PROFESSIONAL RESPONSIBILITY

- 17.01 In the event that the Employer 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) Complain in writing to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Union Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within ten (10) 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 (1) chosen by the Ontario Nurses' Association, and one (1) chosen by the Employer, and one (1) chosen by a panel of four (4) 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,

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
- (b) i) The list of Assessment Committee Chairpersons is attached to Appendix "B" and forms part of this Agreement. 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 included by the Assessment Committee, in the performance of its responsibilities as set out herein.

ARTICLE 18 - ORIENTATION AND INSERVICE

- 18.01 It is agreed that an orientation and in-service programme will be provided to all Employees; these programmes shall be reviewed and updated from time to time by members of the Union-Management Committee.
- 18.02 A newly employed Employee shall not be placed in charge, until she has been fully oriented to the Home, and to the area where she will be working.
- 18.03 (a) The following minimums are to be observed in the orientation-familiarization of a newly hired Employee:
- i) 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 the Employees in the Home;
 - ii) The period of orientation/familiarization shall be for a minimum of five (5) working days or such greater period that the Employer deems necessary.
 - iii) She shall be an additional Employee to the usual staffing pattern;
 - iv) 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.
 - v) The Employee may request up to three (3) additional working days of paid orientation. When making her request, the Employee will

specify her learning needs and discuss with the Director of Nursing the development of the orientation learning plan. This request will not be unreasonably denied.

- 18.04 The in-service education program shall be based on the following principles:
- (a) It shall be based on the learning needs identified by Employees.
 - (b) It shall be a planned program to update Employees as to changes in procedures or practices.
 - (c) All e-learning, in-service and education programmes shall be scheduled, where possible, in a manner which will allow a maximum number of Employees to attend during working hours. The Employee shall be paid for all hours spent outside her regular working hours at her regular rate of pay only if the attendance is made compulsory.

Part-time Employees will be credited with seniority and service for all such hours paid as provided above while in attendance at in-services, education programmes and completing e-learning.
 - (d) Employees involved in the organizing, preparing and presenting in-service programs at the Home, and outside the Home, upon written authorization from the Employer, shall be paid for all such hours involved, at their regular rate of pay as submitted by the Employee.
 - (e) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care, require additional knowledge or skill on the part of the Employees, such Employees will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities.
- 18.05 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.
- 18.06 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the Employee(s) within the bargaining unit.
- The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the Employee(s) and to consider practical ways and means of minimizing the adverse effect, if any, on the Employee(s) concerned.
- Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the

requirements of the applicable legislation and the provisions of Article 9.10 will apply.

Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that Employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the Employees involved.

ARTICLE 19 - DURATION

- 19.01 This Agreement shall be in effect from April 1, 2018 to March 31, 2020 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.
- 19.02 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.

ARTICLE 20 - COMPENSATION

- 20.01 (a) The hourly rate in effect during the terms of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.

(b) 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.

All salaries are retroactive to April 1, 2016, and all Employees who received any payment since that date shall receive such retroactive payments as required.

Current Employees shall receive retroactivity on wages within sixty (60) days of the award or settlement whichever comes first. 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 Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer 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 Employer will contact former Employees at their last known address on record with the Employer, with a copy to the bargaining unit, within thirty (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.

The Employer agrees to provide an explanation of the calculation of retroactivity for payments arising out of the settlement of the Collective Agreement.

- 20.02 A Temporary Class Nurse in the employ of the Employer, upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario, shall be given the rate of pay of the Registered Staff Nurse as provided in this Article retroactive to the date of successfully passing the certification examination or the date of last hire, whichever is later.
- 20.03 (a) Effective April 1, 2018, an Employee shall be paid a premium of one dollar and forty-five cents (\$1.45) for each hour worked between 1500 hours and 2300 hours.
- (b) Effective April 1, 2018, an Employee shall be paid a premium of one dollar and fifty cents (\$1.50) for each hour worked between 2300 hours and 0700 hours.
- (c) Effective April 1, 2018:
During the period from 0800 hours to 1630 hours on Saturdays, Sundays or Paid Holidays and during the period from 1630 hours to 0830 hours on any day, there shall be a Charge Nurse on each tour assigned additional responsibilities to direct, supervise or oversee Nursing Staff and/or assigned overall responsibility for resident care who she shall be paid a premium of one dollar and forty-five cents (\$1.45) per hour in addition to her regular salary.
- (d) Upon ratification, an Employee shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. This weekend premium will be paid in addition to any shift premium to which an Employee is entitled but will not be paid for overtime tours.
- Effective April 1, 2017, an Employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. This weekend premium will be paid in addition to any shift premium to which an Employee is entitled but will not be paid for overtime tours.
- 20.04 Effective the date of ratification, when the Nursing Manager or designate are absent from her regular scheduled hours of work for a period of one (1) full day or more an Employee shall be temporarily assigned to carry out the authorized responsibility arising from such absence and shall receive an additional one dollar and fifty cents (\$1.50) per hour in addition to her regular salary.

- 20.05 (a) On hiring, a Full-time or Part-time Employee shall receive recognition for recent related nursing experience on the basis of one (1) annual increment for every one (1) year of Registered Nurse experience up to the maximum of the salary scale. The Employee shall co-operate by providing verification of previous experience and credit for recent related experience will be retroactive to the Employee's date of hire. For purposes of this Article, fifteen hundred (1500) hours of registered nursing experience will equal one (1) year of experience for movement on the grid.
- (b) A claim for recent related clinical experience, if any, shall be made in writing by the Employee at the time of hiring on the application for employment form or otherwise. The Employee shall co-operate with the Employer providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new Employee with one (1) annual service increment for each year of experience up to the maximum of the salary scale.
- If a period more than two (2) years has elapsed since the Employee has occupied a Full-time or a Part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer may also give effect to Part-time nursing experience in special circumstances.
- (c) An annual increment shall be paid on each Employee's anniversary date of employment and after each fifteen hundred (1500) hours worked in the case of Part-time Employees.

20.06 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, or where an Employee alleges she has been improperly classified, 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 review 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. 2 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. Any change in the rate established by the Employer through meetings with the Union or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

20.07 Uniform Allowance

- (a) Full-time Employees will receive a uniform allowance of nine dollars (\$9.00) monthly.

- (b) Part-time Employees will receive a uniform allowance of four dollars and fifty cents (\$4.50) monthly.
- (c) Uniform allowance shall be paid to Employees in lump sums twice yearly in the pay periods ending closest to October 1 and March 31.

ARTICLE 21 - APPENDICES

21.01 Attached to and forming part of this Agreement are the following appendices:

- Appendix "A" - Salary Schedule
- Appendix "B" - List of Professional Responsibility Assessment Committee Chairpersons
- Appendix "C" – ONA/Long-Term Care Professional Responsibility Workload (PRW) Report Form
- Appendix "D" - ONA Grievance Form
- Appendix "E" – Chairperson Re: 8.14 Dispute Resolution
- Letter of Understanding - Re Parking
- Letter of Understanding - Re: Weekend Scheduling
- Letter of Understanding - Re: ONA Staff Leave
- Letter of Understanding - Re: Attendance Management
- Letter of Understanding – Re: Part-Time Scheduling

DATED AT Hamilton, Ontario this 26th day of February, 2019.

FOR THE EMPLOYER:

Janine Mills

Steve Sherrer
CEO

Tara Keenan

FOR THE UNION:

Robert McGregor
Labour Relations Officer

Jeong Ah Park

Wendy Craig
Bargaining Unit President

APPENDIX "A"

SALARY SCHEDULE WAGE RATESClassification - Registered Nurse

Classification – Registered Nurse		
Step	April 1, 2018	April 1, 2019
Start	\$32.66	\$33.23
After 1 Year	\$32.81	\$33.39
After 2 Years	\$33.36	\$33.94
After 3 Years	\$35.00	\$35.62
After 4 Years	\$36.66	\$37.30
After 5 Years	\$38.72	\$39.40
After 6 Years	\$40.80	\$41.52
After 7 Years	\$42.89	\$43.64
After 8 Years	\$45.94	\$46.75
After 25 Years	\$46.76	\$47.57

Part-time Employees shall receive, in addition to the wages set out above, an amount equal to thirteen percent (13%) of the Employee's gross earnings in lieu of benefits as provided in Article 16 to be paid every pay period.

APPENDIX "B"

PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE CHAIRPERSONS

The following nurses have allowed their names to stand as Chairpersons - Nursing Assessment Committees - in the above-named sector.

~~Carol Anderson
16151 Old Simcoe Road
Port Perry, ON L9L 1P2~~

~~Judy Peterson
5 Pod's Lane
Oro-Medonte, ON L0L 2L0~~

Contact these persons individually when necessary to establish a panel.

Please advise the Nursing Practice Officer when and where they accept their individual nominations.

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

APPENDIX "C"

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: [Click to enter date](#) Time: _____ 7.5 hr. shift 11.25 hr. shift Other: _____

Is this a Specialty Unit? Yes No

Name of Supervisor: _____ Date/ Time notified: _____ [Click to enter date](#)

SECTION 2: DETAILS OF OCCURRENCE

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

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

SECTION 3: WORKING CONDITIONS

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

Regular Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____

Actual Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____

Agency/Registry RN: Yes No And how many? _____

Junior Staff*: Yes No And how many? RN _____ RPN _____

PSW _____ Temp RNs _____

RN Staff Overtime: Yes No If yes, how many staff? _____ Total Hours: _____

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

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

Absence/Emergency Leave Sick Call(s) Vacancies

Management Support available on site? Yes No
 On Standby? Yes No On Call? Yes No
 Did they respond? Yes No Did they resolve the issue? Yes No

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

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

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____ Phone # / Personal E-mail: _____
 Signature: _____ Phone # / Personal E-mail: _____
 Signature: _____ Phone # / Personal E-mail: _____
 Signature: _____ Phone # / Personal E-mail: _____
 Date
 Submitted: Click to enter date

SECTION 8: MANAGEMENT COMMENTS

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

Yes No

If yes, date: Click to enter 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. Click to enter date

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

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

Dated: Click to enter date

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 19 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 3) 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 "D" 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'AIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
PREMIÈRE ÉTAPE ▶	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:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
DEUXIÈME ÉTAPE ▶	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:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
TROISIÈME ÉTAPE ▶	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 - AIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE			

APPENDIX "E"

CHAIRPERSON RE: 8.14 DISPUTE RESOLUTION

Gerald Charney
Louisa Davie
Pauline Dietrich
Jane Emrich
Barry Fisher
William Kaplan
Loretta Mikus
Richard Verity

LETTER OF UNDERSTANDING

Between:

IDLEWYLD MANOR CORPORATION, HAMILTON
[hereinafter referred to as the "Employer"]

And:

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

Re: Parking

As long as parking can be maintained for Idlewyld's staff on a gratuitous basis it will continue.

DATED AT Hamilton, Ontario this 26th day of February, 2019.

FOR THE EMPLOYER:

Janine Mills

Steve Sherrer
CEO

Tara Keenan

FOR THE UNION:

Robert McGregor
Labour Relations Officer

Jeong Ah Park

Wendy Craig
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

IDLEWYLD MANOR CORPORATION, HAMILTON
[hereinafter referred to as the "Employer"]

And:

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

Re: Weekend Scheduling

The Employer agrees to continue the current practice of scheduling Employees every second weekend off for the life of the Collective Agreement.

DATED AT Hamilton, Ontario this 26th day of February, 2019.

FOR THE EMPLOYER:

Janine Mills

Steve Sherrer
CEO

Tara Keenan

FOR THE UNION:

Robert McGregor
Labour Relations Officer

Jeong Ah Park

Wendy Craig
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

IDLEWYLD MANOR CORPORATION, HAMILTON
[hereinafter referred to as the "Employer"]

And:

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

Re: ONA Staff Leave

Upon application in writing by the Union on behalf of any Employee to the Employer, an unpaid leave of absence may be granted to such Employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer and shall not be extended beyond twelve (12) months. There shall be no loss of service or seniority for an Employee during such leave of absence. It is understood that during such leave the Employee shall be deemed to be an Employee of the Ontario Nurses' Association. The Employee agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return. The Employee shall be reinstated to her former position, unless that position has been discontinued, in which case the Employee shall be given a comparable job.

DATED AT Hamilton, Ontario this 26th day of February, 2019.

FOR THE EMPLOYER:

Janine Mills

Steve Sherrer
CEO

Tara Keenan

FOR THE UNION:

Robert McGregor
Labour Relations Officer

Jeong Ah Park

Wendy Craig
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

IDLEWYLD MANOR CORPORATION, HAMILTON
[hereinafter referred to as the "Employer"]

And:

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

Re: Attendance Management

If during the life of the Collective Agreement, the Employer intends to implement an attendance management program it agrees that it shall first discuss such program with ONA and that the following shall apply.

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the Employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act, 2000* and leaves under Article 14 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

DATED AT Hamilton, Ontario this 26th day of February, 2019.

FOR THE EMPLOYER:

Janine Mills

Steve Sherrer
CEO

Tara Keenan

FOR THE UNION:

Robert McGregor
Labour Relations Officer

Jeong Ah Park

Wendy Craig
Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

IDLEWYLD MANOR CORPORATION, HAMILTON
[hereinafter referred to as the "Employer"]

And:

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

Re: Part-Time Scheduling

WHEREAS the Employer and the Union (the "Parties") have agreed to continue a Part-time scheduling Trial to ensure RN coverage and address the Employer's scheduling concerns;

THEREFORE, the Parties agree to the following:

1. For the purposes of this Letter of Understanding (LOU), Part-time RNs with a regular schedule will be referred to as Regular Part-time (RPT) nurses.
2. The scheduling of RPT nurses shall occur in a manner consistent with the Collective Agreement, except as amended in this LOU.
3. RPT nurses are currently committed and scheduled to work four (4) shifts per pay period. The Parties understand that these shifts are currently set as two (2) weeks days / two (2) weeks evenings (Neha Chaucary, vacant) and straight nights (Jeung Park) on the Full-time (FT) nurses' day off. The Parties agree that the inclusion of such shift assignment is without prejudice to either Party's position as to the Home's ability to change shifts currently assigned and/or the shift assignments the RPT nurses were hired to work.
4. Commencing the schedule following Union ratification, the above-mentioned RPT nurses will provide an additional availability of one (1) shift per week or two (2) shifts per pay period. Such availability shall be provided at least two (2) weeks prior to the posting of the schedule and in a form determined by the Employer.
5. The Employer shall post in the charge RN room and provide a list to the Union that sets out the schedule posting dates for upcoming schedules in 2019 (attached as Appendix "A") and thereafter as necessary. This list shall also identify the deadline for availability submission for each schedule in accordance with #4 above.
6. The Employer may pre-schedule a RPT nurse based on the provided availability. It is understood that the provided availability is not a guarantee that the RPT nurse will be scheduled these hours.
7. The Parties agree that either Party may provide the other with forty-five (45) days' written notice to end the LOU.
8. The Parties agree, once one (1) Party has given written notice to the other Party to end

the LOU, the Parties endeavour to meet within one (1) week to discuss the discontinuation, including the reasons for the same and any potential resolve to the identified issues.

- 9. If shift(s) added to the schedule pursuant to the LOU are removed by the Home from the posted schedule as a consequence of LOU being discontinued, such removal will be considered to be mutually agreed between the Parties and will not be considered a unilateral change by the Home to the posted schedule in breach of Article 14.06 (e) of the Collective Agreement.
- 10. This LOU and the statements herein are without prejudice or precedent to either Party.

DATED AT Hamilton, Ontario this 26th day of February, 2019.

FOR THE EMPLOYER:

Janine Mills

Steve Sherrer
CEO

Tara Keenan

FOR THE UNION:

Robert McGregor
Labour Relations Officer

Jeong Ah Park

Wendy Craig
Bargaining Unit President
