

COLLECTIVE AGREEMENT

Between:

**IOOF SENIORS HOMES INC.
ODD FELLOW & REBEKAH HOME**
[hereinafter referred to as the "Employer"]

And:

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

Expiry Date: March 31, 2023

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain mutually acceptable working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 - RECOGNITION

- 2.01 The IOOF Seniors Homes Inc. recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by IOOF Seniors Homes Inc. at its Odd Fellow & Rebekah Home in the city of Barrie, save and except Assistant Director of Resident Care and persons above the rank of Assistant Director of Resident Care.
- Note: The parties recognize and agree that the position of Nurse Practitioner is included within the bargaining unit; an accompanying Letter of Understanding is attached to this Collective Agreement.
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration, without conditions or limitations, with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.03 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

A Nurse who holds a Temporary Class Certificate of Registration shall notify the Employer of the result of the College of Nurses examination(s) he/she writes or has written.

2.04 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires.

2.06 (a) Employees outside the bargaining unit shall not perform work normally done by employees in the bargaining unit if such would result in a lay-off of bargaining unit employees.

The Employer agrees to employ sufficient Registered Nurses to meet the minimum hours as required by the Provincial regulatory authorities.

(b) i) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and 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.

ii) The IOOF Seniors Homes Inc. will consider a College of Nurses of Ontario practice setting consultation. In the event that the Home exercises its discretion to make a request, the Home shall pay the costs, share any reports with ONA, and consult with the local ONA President with respect to the appointment of one (1) RN representative on the focus group;

2.07 Definitions for the purpose of this Agreement

(a) A full-time nurse is a nurse who is regularly scheduled to work seventy-five (75) hours per pay period/biweekly.

(b) A part-time nurse is a nurse who is regularly scheduled to work up to twenty-two and one-half (22.5) hours per week. A part-time nurse shall retain that status when working as temporary replacement for a full-time employee or employees absent due to vacation or other reasons.

A job share employee is an employee who together with a partner is regularly scheduled for fourteen (14) shifts per pay period. It is expected that a job sharer will make every effort to be available to cover his/her job share partner's absence up to a maximum of ten (10) shifts per pay period.

- (d) A Casual nurse is a nurse who offers his/her availability to the Employer two (2) weeks in advance of each schedule being posted. Such availability shall include at least two (2) weekends per month and must be available to work all shifts.

A Casual nurse is not regularly scheduled but can be scheduled or called in to work only in the event that:

- i) all available regularly scheduled nurses are scheduled to work, or
- ii) the calling in of a regularly scheduled nurse will incur overtime.

A Casual employee who:

- i) fails to provide their availability on two (2) consecutive occasions, or,
- ii) who does not work for a period of six (6) months where such absence is not a result of personal illness or injury substantiated by a medical certificate will receive a letter outlining Employer expectations. Failure to respond within thirty (30) days of receipt of the letter shall result in loss of employment.

2.08`

Minimum Staffing

- (a) The Employer will assign at least 247.5 of total Bargaining Unit RN and NP hours. For clarity, this includes existing vacancies.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable

efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.

- (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect [247.5 hours] as of June 15, 2022, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (e) If there is any other reason for the failure to staff in accordance with this article, the Union and the Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer. The Employer's exclusive rights, powers and authority shall include but not be confined to:
- (a) The right to plan, direct, control and alter all operations and the right to designate, establish, revise or discontinue departments, subject to the express terms of this Agreement.
 - (b) The right to make, enforce and alter, from time to time, rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties to, lay-off, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) The right to determine the work to be done and the methods, techniques, equipment and materials to be used; the location, work assignments, standards of performance and number of employees required; scheduling; the extension, limitation, curtailment or cessation of operations or any part thereof.

- (d) The right to maintain order, discipline, efficiency and standards of performance.
- (e) And the right to determine the services to be provided; and establish standards and procedures for the care, welfare, safety and comfort of the residents; the schedule of hours of work; the number of shifts; the requirement of a medical examination by a physician; whether there shall be overtime and who shall perform such work; the number of hours to be worked; starting and quitting times; and generally, the right to manage the Corporation subject to the express terms of this Agreement.

3.02 The parties acknowledge that the Employer is governed by the terms of the *Long Term Care Homes Act, 2007*, any successor legislation and various related statutes and the regulations made thereunder and it is agreed between the parties hereto that if there is any conflict in any way between these Acts or Regulations then the provisions of the Act or any Regulations pursuant thereto shall govern. This Agreement is further subject to the terms of all agreements between the Employer and government of the Province of Ontario.

3.03 The Employer and the Association recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 4 - NO DISCRIMINATION AND HARASSMENT

4.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of his/her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising his/her rights under the Collective Agreement, or any applicable legislation.

However, it is also agreed that there will be no Association activity or solicitation for membership on the Employer's premises except with the Employer's written consent or as specifically provided in this Agreement.

4.02 The parties agree that neither the Employer nor the Association shall engage in discrimination which is contrary to the *Ontario Human Rights Code*.

4.03 The Employer agrees to take all reasonable measures to provide a working environment free from harassment as defined in applicable legislation.

4.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".
ref: *Ontario Human Rights Code, Sec. 10 (1)*.

(a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". [ref: *Ontario Human Rights Code, Sec. 5 (2)*].

(b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee." [ref: *Ontario Human Rights Code, Sec. 7 (2)*].

(c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

"Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome." [ref: *Occupational Health and Safety Act, Sec. 1 (1)*].

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

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

ARTICLE 5 - NO STRIKES & LOCKOUTS

- 5.01 During the term of this Agreement and while negotiations (including Arbitration proceedings) for a renewal Agreement are taking place, the parties agree that the Employer shall not lock out any of its nurses and the Association will not strike the Employer's operations as defined in the *Ontario Labour Relations Act*, as amended.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:

(a) Nurse Representative

One (1) Nurse Representative and an alternate representative who will be authorized to represent the nurses in the absence of the Nurse Representative.

The Nurse Representative shall be given time off to assist a nurse in presenting a grievance during working hours under the following conditions:

- i) The presentation must be to management. Nurses having grievances may discuss these with the Nurse Representative during coffee breaks and the lunch period, but not during working hours, except in cases where the circumstances require immediate attention.
- ii) The time shall be devoted to the prompt handling of the grievance.
- iii) The Nurse Representative and the nurse having the grievance shall obtain the permission of their immediate manager before leaving their work.
- iv) The time away from work shall be reported to the immediate manager so that a proper record may be kept.
- v) The Employer reserves the right to limit such time if it deems the time so taken to be excessive until the Step 2 meeting.

6.02 Negotiating Committee

A Negotiating Committee of two (2) nurses and a Labour Relations Officer of the Ontario Nurses' Association.

- (a) Representatives of the Negotiating Committee shall be paid at their regular rate for all regularly scheduled working hours lost due to attending meetings with the Employer up to and including Conciliation.
- (b) The Committee members shall request time off, when necessary, from their manager, immediately upon learning of confirmed days for negotiations. The nurses on the Committee may request unpaid leave of absence for the night shift of the actual day and the night shift of the day following negotiations.

6.03 Association-Management Committee

An Association-Management Committee composed of representatives of the Employer and the Association. Meetings of this Committee shall be held at the request of either party, but at least every third [3rd] month.

The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, and other matters of mutual concern. Such topics shall be exclusive of matters which are properly the concern of the Negotiating Committee or in the Grievance process and shall be conducted without prejudice to the rights of the parties under this Agreement.

An agenda will be prepared for each meeting and items for the agenda will be exchanged at least one (1) week in advance. Minutes of this meeting shall be maintained and signed by both parties prior to distribution or posting. The role of Chairperson shall rotate between the parties.

6.04 The Association will notify the Employer in writing of the names of its representatives and changes thereto and the Employer shall not be required to recognize any representative of the Association prior to receiving such notification.

6.05 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. Prior to entering the Employer's premises, any such representative or consultant shall notify the Administrator.

- 6.06 During the orientation period, a nurse representative will be allowed a reasonable period of up to fifteen (15) minutes within regular working hours to interview nurses privately and to discuss the benefits and duties of the Association members, and responsibilities to the Association and the Employer.
- 6.07 When a nurse is required by the Employer to attend meetings, in-service, and other work-related functions outside of his/her regularly scheduled working hours, and the nurse does attend the same, he/she shall be paid for all time spent on such attendance at his/her regular straight time hourly rate of pay, or at the nurse's option, he/she shall receive equivalent time off.
- 6.08 Occupational Health & Safety Committee
- (a) The Association, the Employer and the nurses commit themselves to maintaining proper health and safety practices in compliance with the *Occupational Health and Safety Act* and Corporate Occupational Health and Safety Policy and Procedures.
 - (b) The Association shall appoint one (1) employee member to the Joint Occupational Health and Safety Committee.
- 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 he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
 - (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

- i) Alert 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
 - B) direct verbal communication / alerts (i.e. shift reports)
 - ii) Communicate and provide appropriate training and education; and,
 - iii) Reporting all incidents of workplace violence.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
 - (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
 - (e) Subject to appropriate legislation and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

6.10 Infectious Diseases

- (a) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (b) The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation,

precautions, worker education and training, and personal protective equipment.

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

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer shall deduct from the pay due to each nurse, who is covered by this Agreement, a sum equal to the monthly Association dues of each nurse. The Association shall notify the Employer, in writing, of the amount of such dues. The Association shall notify the Employer in writing of any change in the amount of dues twenty-one (21) days prior to the effective date of such change. The Employer will send to the Ontario Nurses' Association, within thirty (30) days after the deduction is made, an electronic transfer of funds for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the social insurance number of each nurse, terminations, new hires, leaves of absence and the initial list shall contain, as well, the addresses and telephone numbers of each nurse; such list will be provided to the Association via electronic submission from the Employer. A copy of this list will be sent to the Local Association. Prior to the release of personal information to the Association, the nurses will provide the Employer with a release in a form satisfactory to the Employer and the Association. 7.02. The Employer shall provide each nurse with a T-4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.
- 7.03 It is expressly understood and agreed that the Association will save the Employer harmless and indemnify the Employer for any claim arising pursuant to any deduction made hereunder.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 Any nurse(s) or the Association making a complaint and/or grievances shall have the right of Union representation at any or all steps of the grievance procedure. The Employer shall inform the nurse(s) of this right.
- 8.02 It is the mutual desire of the parties that grievances shall be adjusted as quickly as possible. It is understood that a nurse(s) has no grievance until he or she has first [1st] given his or her immediate manager an opportunity

to adjust the complaint. Any complaint shall be discussed with the manager concerned within five (5) working days after the circumstances giving rise to the complaint became known to the nurse, or ought to have become known to the nurse. If the manager is unable to adjust the complaint to the nurse's satisfaction within five (5) working days, the nurse may proceed with the grievance procedure at Step 1.

- 8.03 A grievance is defined as a complaint relating to the interpretation, application, administration or alleged violation of this Agreement. All grievances shall be taken up in the following manner:

Step #1

Any nurse(s) having a grievance must submit the written grievance form to his/her immediate manager within five (5) working days of the manager's response to the nurse's verbal complaint. The grievance shall identify the nature of the grievance, the relevant articles of the Agreement and the remedy requested. His/her manager shall reply in writing to the nurse within five (5) working days from the date the complaint or grievance was brought to his/her attention.

Step #2

If further action is to be taken, then within five (5) working days after the decision is rendered in Step #1, the nurse shall submit the grievance to the Administrator and/or Designate. A meeting will then be held between the Administrator and/or Designate and the nurse(s), the Grievance Committee and the Labour Relations Officer at a time mutually agreeable to the Employer and the Association. The decision of the Administrator and/or Designate shall be given in writing to the nurse(s) within five (5) working days following the meeting. Should the Administrator and/or Designate fail to render a decision or the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to Arbitration.

- 8.04 Should the Employer discharge, suspend or discipline any nurse(s), notification by the Employer to such nurse(s) shall be made in the presence of a Nurse Representative, unless such representation is specifically waived by the nurse. The nurse(s) and the Nurse Representative shall be provided with written reasons for the discharge, suspension or discipline. Should the nurse(s) wish to file a grievance against a suspension or discharge, it shall be reduced to writing and filed under Step #2 of the Grievance Procedure.

8.05 Group Grievance

Where a number of nurses have similar grievances, they may present a single grievance in writing to the Director of Resident Care at Step #1 within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance will specify the names of the nurses concerned.

8.06 Policy and Employer Grievances

A policy grievance shall be presented in writing to the Employer at Step #2 of the grievance procedure by the Grievance Committee within ten (10) working days of the circumstances giving rise to the grievance occurring. The Association may institute a grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of this Agreement; but the Association may not institute a grievance concerning a nurse or nurses which such nurse or nurses could themselves institute. The Employer may institute a grievance by giving written notice to the Nurse Representative and the grievance shall be processed in a manner similar to Step #2. Failing settlement, a policy or Employer grievance will be referred to Arbitration.

8.07 Arbitration

- (a) 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, the party requesting arbitration shall 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 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) days of the appointment of the second of them, appoint a third [3rd] person who shall be the Chairperson.

If either party fails to appoint its appointee, 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.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any of the mediator.

- 8.08 The Arbitration Board shall hear and determine the grievance. The decision is final and binding upon the parties and upon any nurse affected by it.
- 8.09 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.
- 8.10 Each party shall pay its own expenses including appointees and witnesses and the fees and expenses of the Chairperson shall be borne equally by the parties.
- 8.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.
- 8.12 The time limits fixed in the complaint, grievance and arbitration procedures are mandatory but may be extended by mutual consent of the parties. For the purposes of this Article, "working days" shall exclude Saturday, Sunday or paid holidays.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto.
- 8.14 An Arbitrator or a Board of Arbitration shall not be authorized to make any decision which is in any way contrary to or inconsistent with the provisions of this Agreement nor shall an Arbitrator or a Board have the authority to alter, add to or amend any provisions of this Agreement.
- 8.15 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.

ARTICLE 9 - JOB SECURITY/SENIORITY

- 9.01 Seniority for full-time nurses shall be defined as the length of continuous service with the Employer since the last date of hire.

Except for determining vacation entitlement, seniority for part-time nurses shall be based on hours worked and accumulated since the last date of hire.

Part-time nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours worked and paid for equals one (1) year of seniority.

During pregnancy and parental leave, seniority hours shall accumulate at the same rate as during the six (6) months prior to the commencement of leave, however, shall not exceed the entitlement allowed under the *Employment Standards Act*.

- 9.02 The probationary period for nurses shall be four hundred and fifty (450) hours worked. Probationary employees are not entitled to Leaves of Absences under Article 11.01.

All employees shall be periodically assessed in writing by their immediate manager during the probationary period. Such assessment shall relate to work performance and suitability for employment. This assessment will be discussed with and signed by the employee. On or before the expiry date of an employee's probationary period, the Employer shall confirm in writing that the employee has successfully completed his/her probationary period or that the employee is terminated.

Within the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension of the probationary agreement will not exceed an additional (412.5) hours worked and where requested, the Home will advise the employee and the Union of the basis of such extension, with recommendations for the employee's professional development.

- 9.03 The Employer will keep up-to-date seniority lists for full-time and part-time nurses, and post the same in a conspicuous place, and supply copies of the current list to the Association twice a year, in the months of January and July, and prior to any lay off.
- 9.04 Subject to Article 9.01, 9.05 and 11.02 seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) when on an approved leave of absence,
- (b) when on lay-off.

9.05

The employee's seniority rights shall cease to exist and the employee shall be deemed to have terminated his/her employment with the Employer if the employee:

- (a) resigns;
- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) fails to report on the first [1st] day following the expiration of an approved leave of absence unless a reasonable explanation is given to the Employer;
- (d) is laid off for a continuous period of more than twenty-four (24) months;
- (e) has been absent for three (3) consecutive working days without having notified the Employer, unless a reasonable explanation is given to the Employer;
- (f) retires or is retired;
- (g) fails to notify the Employer of his/her intention to return to work within forty-eight (48) hours of being notified of recall from lay off or fails to return to work within two (2) calendar days [seven (7) calendar days if employed somewhere else] after indicating his/her intention to return to work. An employee shall be deemed to have been notified of recall at 1200 hours on the fifth [5th] day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Employer's files. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (h) Engages in gainful employment elsewhere without the consent of the Employer while on an approved leave of absence.
- (i) Fails to provide proof of payment for Annual Membership Renewal with the College of Nurses of Ontario (CNO) within four (4) weeks of Employer's request.

- 9.06 If there is no successful candidate for the position being vacated, the incumbent to the posting may be retained in his/her current position for a maximum of sixty (60) calendar days. The employee will be kept informed by the Employer on the current status regarding recruitment. If there is a need to extend such period, the parties will meet to discuss.
- 9.07 The Employer shall post for six (6) calendar days, all vacancies in the bargaining unit that are expected to be for a period of more than sixty (60) days and concurrently provide copies to the Bargaining Unit President or designate. Should there be no applications the Employer may hire a new nurse from outside the bargaining unit. The Employer shall communicate the name of the successful applicant to the Bargaining Unit President.
- 9.08
- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time and casual Nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new Nurses from outside the Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time and casual Nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
 - (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain his/her part-time status.
 - (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
 - (d) The employee shall have the right to return to his/her former position upon return of the employee whose position she is filling.
- 9.09 In cases of postings or appointments, the following factors shall be considered by the Employer:
- (a) seniority;
 - (b) qualifications, ability and performance.

When factors in (b) above are equal, factor (a) shall govern provided the employee selected meets the minimum requirements for the satisfactory performance of the job.

9.10 The successful applicant to a job vacancy will be placed in the new position for a trial period of up to six (6) weeks. The applicant shall be placed permanently into the position after the trial period unless:

- (a) the employee believes that he/she is not suitable in the new position and wishes to return to his/her former permanent position; or
- (b) where needs for development are identified by the Employer during performance management discussions with the employee and the employee does not meet those areas of development he/she shall be required to return to his/her former permanent position.
- (c) any other nurse affected by such reversion of employment shall also be returned to his/her former position without loss of wage or seniority.

9.11 Lay-off and Recall

- (a) All cases of lay-off and recall shall be governed as follows:
 - i) nurses shall be laid off in accordance with their seniority and shall be recalled in order of seniority providing that the nurses are qualified, willing, and able to do the necessary work.
 - ii) nurses who remain available and work during a lay-off period will be offered temporary vacancies with greater work commitment prior to recalling a nurse from home.
- (b) In the event of a lay-off intended to be of a permanent or long term nature [i.e. thirteen (13) weeks or more] the Employer will:
 - i) Provide the Association with sixty (60) days notice;
 - ii) Meet with the Association to review the following:
 - A) The reasons causing the lay-off;
 - B) the service which the Employer will undertake after the lay-off;
 - C) the method of implementation, including areas of cutback and the nurses to be laid off.

- iii) No new nurse will be hired nor will agency nurses be used when there is a nurse(s) on layoff who is available and willing to perform the available work.
 - iv) The sixty (60) days notice requirement shall not apply in cases where lay-off(s) must be done on short notice due to circumstances beyond the control of the Employer.
- (c) Termination and severance pay shall be in accordance with the *Employment Standards Act*.

9.12 A nurse will be required to submit a written resignation of at least two (2) weeks in advance of their termination date, except in cases of emergency.

9.13 Positions Outside the Bargaining Unit

An employee, who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so.

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

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

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

- (d) The Employer will advise the Union of the names of any employees pursuant to Article 9.13(a) or (b).

9.14 All credits (i.e. vacation entitlement, accumulated seniority and position on the salary grid) obtained under the Agreement shall be retained and transferred with the nurse if he/she changes his/her status from part-time to full-time and vice versa.

ARTICLE 10 - EMPLOYEE FILES

- 10.01 In the event that it is deemed necessary by the Employer to issue a written reprimand or to suspend or dismiss a nurse, the Employer shall give written particulars of such discipline to the nurse involved. Such discipline and any notations concerning verbal reprimands shall be removed from the nurse's file after a period of fifteen (15) months, and shall not thereafter be used against him/her provided there has been no intervening disciplinary actions on similar grounds. Copies of any letters (including counselling letters) which are put on an employee's record shall be provided to both the employee and the Union.
- 10.02 When a performance appraisal is completed with respect to any nurse, it shall be reviewed with the nurse. The nurse shall sign such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such appraisal does not constitute disciplinary action by the Employer against the employee.
- 10.03 Once a year upon request, a nurse may review the contents of his/her personnel file, other than the material related to a current dispute, in the presence of the Director of Human Resources, or his/her designate.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 The Employer may grant a leave of absence without pay to any employee provided the employee submits a written request to his/her Manager as specified for the type of leave in Article 11.

Should an employee require an extension to an approved leave, the employee shall request in writing to their Manager at least two (2) weeks in advance of the original return to work date. The request shall include the period of extension, the return to work date and the reason for the request.

Nurses who are on leave of absence will not engage in gainful employment elsewhere without the consent of the Employer.

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.

Registered nurses who work steady evenings or nights will have the same opportunities to attend courses as nurses working day shift. Such nurses will indicate their interest in advance to their Manager and, if approved, arrangements will be made for attendance during the day. It is understood that the Employer will not require the nurse to work his/her regular evening or night shift after such attendance and arrangements will be made for staff replacement.

- (c) The Employer may grant leaves of absence without pay to any employee for up to one (1) academic year to attend further education which may be judged by the Employer to be beneficial to the employee's professional development, especially as it relates to his/her responsibilities with the Employer. This request shall not be unreasonably denied. The nurse will provide the Employer with eight (8) weeks written notice. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) The Employer may grant a leave of absence without pay to any employee for a legitimate reason provided the employee provides written notice of four (4) weeks to the Employer except in cases of emergency. Legitimate reasons shall include substantiated medical reasons, personal reasons acceptable to the Employer and educational leave when it is required for professional upgrading and is related to the employee's employment with the Corporation. The request shall include the commencement date of the requested leave of absence, the return date to work and the reason for the request. Leaves of absence shall not be granted to probationary employees. An employee requesting a personal leave will be required to use all available vacation, stat days, sick time, and float days if applicable.

- (e) As a learning organization, the Employer is committed to encouraging employees to further their knowledge and skills in areas related to their work, and as such, have developed a program for short term seminar/workshop/conference cost assistance and long term program tuition assistance. It must be noted that prior approval from the Employer is mandatory for any reimbursement under this program and such approval is contingent upon the Employer's fiscal position.

11.02 (a) Association Leave

Leaves of absence, without pay, for Association business up to an aggregate bargaining unit total of twenty (20) days during each twelve (12) month term of this Agreement will be granted provided at least four (4) weeks advance notice, where possible, is given to the Employer prior to the expected date of the commencement of such leave of absence and such leave of absence does not interfere with the continued efficient operation of the Home. Such leave shall not be unduly withheld. During such leave of absence, there shall be no loss of seniority and the nurse's salary shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time. Not more than one (1) nurse at a time shall be absent on such leave.

(b) Board of Directors

A nurse, 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. Nurses shall continue to accrue seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(c) President, Association

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period up to two (2) years. The nurse shall continue to accrue seniority during his/her absence. During such leave of absence, the

nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Employer of his/her intention to return to work at least two (2) weeks prior to the date of return.

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of twenty (20) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave.

(e) Professional Leave

Professional Leave without pay will be granted to nurses who are elected to the College of Nurses or the Registered Nurses' Association of Ontario to attend the regularly scheduled meetings, provided four (4) weeks' notice, where possible, is given to the Employer and provided that the efficient operation of the Home is not adversely affected.

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g. 3,000 hours of part-time RN service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

During such leaves of absence all salary, statutory benefits, pension, vacation and benefits will be kept whole by the Employer and the

Union agrees to reimburse the Employer for such salary and sole responsibility for these employee obligations.

11.03

Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three (3) which shall be without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, immediate family to include brother or sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) consecutive days without the loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Where significant travel is required, additional unpaid leave will be granted by the Employer.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

11.04

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

- (c) The nurse shall reconfirm his/her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to his/her former position unless the position has been discontinued in which case he/she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing his/her probationary period. The nurse shall be credited with hours worked towards the probationary period provided in Article 9.02 to a maximum of two hundred and twenty-five (225) hours.
- (e) On confirmation by the Employment Insurance Commission (EI) of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave, who has completed the probationary period and who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to *Section 22 of the Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings determined by the last twenty (20) weeks of insurable earnings and the sum of his/her weekly Employment Insurance Benefit and any other earnings. In any week, the total amount of the SUB payments and the weekly rate of Employment Insurance Benefits will not exceed eighty-four percent (84%) of the employee's regular weekly earnings determined by the last twenty (20) weeks of insurable earnings. Such payment shall commence following completion of the applicable one (1) week EI waiting period and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance Benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours averaged over the twenty (20) insurable weeks immediately preceding the leave. The employee does not have a vested right except to receive payments for the covered unemployment period. The Plan provides that payments with respect of guaranteed annual remuneration or in respect of deferred remuneration or severance

pay benefits are not reduced or increased by payments received under the Plan.

11.05 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. In cases of adoption, the nurse shall give notice to the Employer in accordance with the *Employment Standards Act*.
- (b) A nurse who has taken a pregnancy leave under Article 11.04 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*.

A nurse who has not taken a pregnancy leave under Article 11.04 is eligible to be granted a parental leave of up to sixty-three (63) weeks duration, in accordance with the *Employment Standards Act*.
- (c) The nurse shall be reinstated to his/her former position, unless his/her former position has been discontinued, in which case he/she shall be given a comparable job [unless the nurse was subject to lay off in accordance with Article 9.09 (a)].
- (d) Nurses newly hired to replace nurses who are on approved parental leave shall be subject to the terms of Article 11.04 (d).
- (e) On confirmation by Employment Insurance (EI) of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave, who has completed the probationary period and who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to *Section 23* of the *Employment Insurance Act*, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings determined by the last twenty (20) weeks of insurable earnings and the sum of his/her weekly Employment Insurance Benefit and any other earnings. In any week, the total amount of the SUB payments and the weekly rate of Employment Insurance Benefits will not exceed eighty-four percent (84%) of the employee's regular weekly earnings determined by the last twenty (20) weeks of insurable earnings. Such payment shall commence following completion of the applicable one (1) week EI waiting period, and receipt by the Employer of the nurse's Employment Insurance

cheque stub as proof that he/she is in receipt of Employment Insurance Benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours averaged over the twenty (20) insurable weeks immediately preceding the leave.

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

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

11.06 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of his/her regular schedule during which he/she is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to him/her for such service or attendance to the Employer, and presents proof of service requiring his/her attendance.

A nurse shall not be required to attend work on those days, or the preceding night shift, on which he/she is fulfilling the above commitment.

ARTICLE 12 - PAID HOLIDAYS

12.01 After the completion of his/her probationary period, each employee who qualifies according to the criteria found in Article 12.02 shall be entitled to the following statutory holidays. For such holidays, qualified employees shall be paid at their regular rate for up to seven and one-half (7½) hours.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
3 rd Monday in February (Family Day)	

12.02 In order to qualify for the above holidays, employees must meet the following requirements:

- (a) have successfully completed their probationary period or have worked three (3) months, whichever comes first [1st];
- (b) have worked on at least eight (8) days in the four (4) week period preceding the holiday, vacation excepted;
- (c) have completed his or her last scheduled shift before the holiday and his or her first [1st] scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by his or her Manager;
- (d) report for and perform their work on the holiday if they agreed to work that day.

12.03 (a) Full-time nurses shall be paid time and one-half (1½) for work performed on the above holidays and in addition shall be scheduled by the employer for a day off with pay within thirty (30) days after the applicable holiday. Employees may request a specific day off provided that the request is received prior to the posting of the schedule for which the stat holiday falls.

Part-time nurses shall be paid time and one-half (1½) of their regular pay plus applicable stat pay for working on any of the above holidays.

- (b) When a full-time nurse is not scheduled to work on a recognized holiday, she/he shall be given the day off with pay. In addition a full-time nurse will be scheduled a day off in lieu within that current pay period.

Part-time nurses shall receive payment for the above holidays, if not worked, in accordance with the requirements of the *Employment Standards Act*.

12.04 When a paid holiday falls during a scheduled vacation period of a full-time nurse, an additional day off with pay will be added to the vacation period.

12.05 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, he or she shall only receive holiday pay.

12.06 For the purpose of premium payment and earning of a lieu day, a nurse will be considered to have worked on a paid holiday if the majority of hours worked fall on the paid holiday.

12.07 Job share partners shall have the right to determine which partner works on a scheduled paid holiday.

12.08 Float Holiday

After the completion of his or her probationary period, each full-time employee shall receive one (1) float holiday per calendar year.

A nurse whose job status changes from part-time to full-time will be entitled to the float holiday when he or she has completed three (3) months in the new position.

(a) Floating holidays cannot be accumulated from one year to another and shall be scheduled by agreement between the employee and his or her Manager. Float holidays may not be taken between December 15 and January 5.

(b) An employee shall give four (4) days notice prior to the posting of the schedule of his or her desire to take a float holiday.

For clarity, a float holiday must be scheduled on a day that the employee is scheduled to work.

12.09 Days off in lieu and floating holidays can be taken in conjunction with vacation.

ARTICLE 13 - VACATION

13.01 (a) Full-time: Upon the completion of each twelve (12) months of employment (anniversary date) an employee is entitled to vacation in accordance with the following table. Vacation pay shall be paid at the percent (%) of wages (excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given.

<u># of Years</u>	<u>Weeks Vacation</u>
1	3
3	4
11	5
20	6
25	7

If an employee works or receives paid leave for less than 1525 hours in the vacation year then vacation pay and entitlement shall be prorated accordingly.

- (b) Part-time: The part-time shall receive vacation pay bi-weekly based on the percentage (%) in accordance with the following table.

Upon completion of each twelve (12) months of employment (anniversary date) a part-time employee is entitled to vacation in accordance with the following table.

Vacation: A part-time nurse is entitled to vacation in accordance with the following table based on 1500 hours seniority equals one year effective for nurses hired after June 1, 2012. Nurses hired prior to this date continue to earn on the basis of 12 months of employment equals one year.

<u># of Years</u>	<u>Weeks Vacation</u>	<u>Earn</u>
1	3	6%
3	4	8%
11	5	10%
20	6	12%
25	7	14%

13.02 A nurse who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to him or her to the date of separation. It being understood and agreed that the nurse will provide two (2) weeks notice of separation.

13.03 Vacation earnings shall remain in the bank until the applicable anniversary date.

- 13.04 On January 1st of each year, the Employer shall post a blank vacation working calendar covering March 1 through February 28 (29) for staff to indicate to co-workers their vacation preferences. By February 1st, each nurse shall submit a vacation request form to his/her manager to request when he/she would like to have his/her vacation during this period. Vacation change requests by the employee must be submitted two (2) weeks prior to the posting of the schedule
- Where more nurses request vacation than can be accommodated by the available staff, seniority shall be the deciding factor.
- 13.05 The approved vacation schedule shall be posted by the Employer on or before March 1st.
- Prior to posting the approved schedule, the Employer shall provide a copy to the Nurse Representative.
- Where requests for vacation for the period March 1 through February 28 (29), of the following year are received after the working calendar is removed on February 1, requests will be considered on a first [1st] come basis.
- Where special family circumstances arise that conflict with choice by seniority, the nurses involved and their manager shall attempt to come to a mutual resolution.
- 13.06 Vacations may be taken in one (1) week periods at any time through the year. Vacations will commence on a Monday and end on a Sunday.
- 13.07 Nurses are expected to use their vacation entitlement within each anniversary year. Pay-out of unused vacation shall only occur provided that the nurse has requested full vacation entitlement in accordance with Article 13, and the Employer has been unable to accommodate. All requests for pay-out must be made in writing and submitted to the Manager at minimum two (2) weeks prior to the employee's anniversary date. Pay-out will occur within thirty (30) days of the submitted pay-out request.
- 13.08 Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 11.04.
- 13.09 The portion of the employee's vacation which is deemed to be bereavement leave under the above provision will not be counted against the employee's vacation credits.

13.10 Single Vacation Days

The parties agree to the scheduling of single vacation days based on the following:

- (a) Nurses may schedule up to five (5) vacation days in blocks of less than one (1) week or as single days off.
- (b) The scheduling of such days shall be contingent on the operational requirements of the Home. Such requests shall not be unreasonably denied.
- (c) One-week blocks of vacation or more will have priority in the scheduling of vacation over the peak vacation period, June through September.

ARTICLE 14 - SICK LEAVE AND SHORT-TERM DISABILITY

- 14.01 (a) Full-time nurses earn one (1) sick day each month during which they are actually working for the Employer up to a maximum of twelve (12) days. For these purposes, one (1) day equals seven point five (7.5) hours. A maximum of six (6) sick days can be carried over from one calendar year into the next. Unused sick days will not be paid out annually or upon cessation of employment.
- (b) For the first six (6) sick days used in each calendar year, a nurse shall be paid one hundred percent (100%) of his/her regular wages for seven point five (7.5) hours. The remaining sick day entitlement will be paid at ninety percent (90%) of his/her regular wages for seven point five (7.5) hours.
- 14.02 No nurse shall be entitled to sick leave until he/she has successfully completed his/her probationary period. Upon the successful completion of his/her probationary period, the nurse will be credited with the appropriate number of sick days from his/her last date of hire.
- 14.03 Sick leave will be granted and deducted from the nurse's accumulated sick day credits only when a nurse is absent from work or leaves work due to a sudden or acute illness. Prior to leaving work due to a sudden illness, the nurse shall report as required to the Director of Resident Care or designate. If a nurse leaves work due to a sudden illness, the remaining shift hours will be paid and deducted from any accumulated sick day credits. The

Employer shall retain the right to determine under what other circumstances sick leave shall be deducted and paid out to any nurse.

14.04 A full-time employee who has a medical appointment on a day when she/he would normally be required to work, shall be permitted to schedule a sick day on the appointment day, provided that the employee finds their own replacement if the schedule has already been posted.

14.05 A nurse, who is off on sick leave three (3) or more consecutive days with an enteric and/or designated infectious disease, shall only return to work after having a medical examination and shall submit a signed medical note to the Employer before commencing work. The Employer shall reimburse the nurse for the cost of the medical note upon receipt of proof of payment.

14.06 A nurse, off work due to illness and entitled to sick pay, shall not receive pay for more sick days during any pay period than the normal number of days that the nurse would have worked during that period.

A nurse, off work due to illness and entitled to sick pay, shall not engage in any gainful employment during the time he/she is off work. If the nurse does engage in gainful employment, the nurse shall be deemed to have terminated his/her employment with the Employer.

14.07 A nurse, who is absent due to leave of absence or injury, shall have the right to return to his/her former position. In cases of illness or injury, the nurse returning to work after an absence of three (3) days or more shall give at least twenty-four (24) hours notice. The Nurse's return to work shall be subject to the Employer's ability to give personal notice in accordance with Article 16.07.

14.08 Short-Term Disability Plan

For full-time nurses who have completed their probationary period, the Employer agrees to pay one hundred percent (100%) of the premium cost of a weekly indemnity plan that provides coverage on the first [1st] day of disability due to accident or the eighth [8th] day of disability due to illness. The benefit will be equivalent to sixty-six and two-thirds percent (66 2/3%) of the nurse's regular weekly earnings exclusive of premium pay, up to a maximum benefit of seven hundred and fifty dollars (\$750.00) per week subject to plan approval in accordance with the *Employment Insurance Act*. The benefit will be payable for a period of up to seventeen (17) weeks. Accidents or sickness which are covered by the *Workplace Safety and Insurance Act* or similar legislation are excluded.

- 14.09 (a) In consideration of the Employer agreeing to pay in whole or in part the weekly indemnity premiums, the nurse agrees that the Employer may retain the full Employment Insurance rebate (12/12th's) to be used for the payment of such premiums.
- (b) With respect to the plans described in Article 14.08, the Employer's sole obligation will be to pay the required premiums.

14.10 Medical Leave

An employee expecting to be absent from work due to illness or non-work related injury for four (4) calendar days or more shall submit a request for medical leave (4) weeks prior to commencement of the leave. Such request shall be accompanied by a physician's note stating the commencement date of the requested leave of absence and the expected return to work date.

In the event of a medical emergency, medical documentation shall be provided to the Employer within ten (10) calendar days from the start of the employee's absence.

Benefit coverage during the approved leave of absence shall be in accordance with Article 18.

ARTICLE 15 - HOURS OF WORK

- 15.01 Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week or of days of work per week.
- 15.02 (a) The normal shift shall be composed of seven and one-half (7½) consecutive hours exclusive of a meal period. The normal bi-weekly hours for a full-time nurse shall be seventy-five (75) hours.
- (b) There will be a one-half (½) hour unpaid meal period during each nurse's shift.
- 15.03 There shall be a paid fifteen (15) minute rest period during each half (½) shift.
- 15.04 The introduction or discontinuance of a shift other than the normal daily seven and one-half (7½) consecutive hour shift shall be negotiated by the parties.

15.05 Scheduling

- (a) The first [1st] shift of the day shall be the night shift.
- (b) There shall be no split shifts.
- (c) Schedules will be posted ten (10) days in advance for a four (4) week period. Special requests may be submitted one (1) week prior to posting. No changes will be made in the schedule after it has been posted, unless there is an agreement between the employees and the Employer.

Preferences for working over Christmas and New Years must be submitted by November 1st and shall be posted under the heading of Christmas/New Years requests. An employee may be scheduled to work on Christmas of one (1) year or New Year's the next year, but not on both of these during the same holiday season unless the employee consents. In order for the Employer to meet this requirement, this may affect his/her regularly scheduled weekend off. If an employee has worked on Christmas or New Year's, the Employer shall make every effort not to schedule him or her for the same day the following year.

- (d) There shall be a minimum of sixteen (16) hours off between the conclusion of a scheduled shift and the start of the nurse's next scheduled shift unless expressly waived by the nurse.
- (e) A weekend is defined as being fifty-six (56) scheduled hours off during the period following the completion of the employee's Friday shift until the commencement of the employee's Monday shift.
- (f) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to exchange shifts. The request for such change shall be subject to approval by the manager which shall not be unreasonably withheld.
- (g)
 - i) Full-time nurses shall be scheduled every second [2nd] weekend off, unless agreed to otherwise.
 - ii) Part-time nurses will be scheduled every second [2nd] weekend off unless agreed to otherwise. The Employer will endeavour to provide a greater entitlement to weekends off but this shall not be interpreted to require the working of overtime or the hiring of additional staff.

- (h) If a nurse's scheduled shift is changed with less than twenty-four (24) hours personal notice from the starting time of the scheduled shift, he/she will receive time and one half (1-1/2) for all hours of the regular shift to a maximum of 7.5 hours.
- (i) It is recognized that full-time nurses currently work fixed shifts. If the Employer wishes to change this arrangement, discussion will take place two (2) weeks in advance of the proposed implementation date.
- (j) The Employer will endeavour to schedule part-time nurses to a relatively equal number of shifts. Where it is impractical to schedule shifts relatively equally between the part-time nurses, the senior part-time nurse will be scheduled to work the additional shifts
- (k) A nurse shall not be scheduled for or work more than seven (7) consecutive days.

15.06 Each part-time nurse is expected to be available for additional work on all shifts. Additional non-premium shifts that become available will be offered first [1st] to those nurses, in order of seniority, who have not worked and/or are scheduled to work less than seventy-five (75) hours in the bi-weekly pay period and then to the nurses who would be eligible for premium pay in order of seniority. Part-time nurses shall provide availability two (2) weeks prior to the posting of the schedule.

15.07 Job Sharing / Time Sharing

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

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

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

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

- (d) The employees involved in a job/time share arrangement will be classified as regular part-time.

The employees involved in a job/time share are entitled to all the regular part-time provisions of the Collective Agreement except those which are modified as follows:

- i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
- ii) Each job/time sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.

- (e) Absences and Leaves

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

- (f) Implementation

- i) Where the job/time sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job/time sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- ii) An incumbent full-time employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job/time sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- iii) It is understood and agreed that the arrangement is for a trial period of six (6) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (v) below.

- iv) Where two (2) full-time employees wish to job/time share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- v) If one of the job/time sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her/his position. If the remaining employee was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(g) Discontinuation

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

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

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

15.08 Call-Ins

For the purpose of call-in, the Resident Care department will maintain an up-to-date call-in roster.

The order of call in shall be made in the following manner.

- (a) Job Shares and Part-time – the call in begins with the person listed below the last person to accept the call in.

- (b) Casual – in order of seniority.
- (c) Full-time are only called when the shift cannot be covered by job share, part-time or casual.

The Employer or designate shall document the result of each call made.

The shift will be given to the first nurse to respond and accept the call in.

The Employer shall by-pass on the list an employee who:

- (a) is already scheduled to work on that day;
- (b) if a job share refuses to pick up a shift for their job share partner they will be by-passed for the call-in at overtime rates for that shift;
- (c) would be eligible for overtime rates of pay for the call-in; or
- (d) would likely become entitled to overtime pay for the pay period because of the total number of hours worked or to be worked in that pay period.

15.09 Shift Exchange

An employee who requires a change of a scheduled shift in accordance with Article 15.05, must submit a completed request form to his/her Manager no less than four (4) days prior to the requested change. The request for such change shall be subject to signed approval by the Manager. Requests outside of this timeframe will be considered by Management. Such requests will not be unreasonably denied.

Such requests shall be done through:

- (a) a shift exchange form co-signed by the employee willing to exchange shift(s).
- (b) a day off request form co-signed by another employee willing to work the shift.
- (c) The replacement employee shall not be entitled to overtime pay for such work.

- (d) The employee initiating the shift exchange shall first offer the opportunity to a full or part-time nurse prior to offering to a casual nurse.

15.10 Each nurse shall keep the Employer informed of any changes to relevant employment information. The Employer shall not be responsible for the failure of any notice to reach an employee whose current address or phone number is not on file.

ARTICLE 16 - PREMIUM PAYMENT

16.01 (a) A nurse shall not be required to work in excess of his/her normally scheduled shift without his/her consent, save for exceptional circumstances.

- (b) Nurses shall be paid at the rate of time and one-half (1½) the nurse's regular rate of pay for all hours worked in excess of seven and one-half (7½) hours per day as well as for all time in excess of seventy-five (75) hours in a two (2) week pay period. This does not apply when a nurse voluntarily requests a change in shifts or changes a shift or shifts with another nurse.

Nurses, who work the shift during which the time change from standard to daylight saving time occurs or vice versa, shall be paid straight time wages for actual hours worked.

- (c) A nurse shall be paid double time his/her regular straight time rate for all work performed in excess of seven and one-half (7½) hours on any shift for which he/she receives time and one-half (1½) his/her regular straight time rate.
- (d) It is expected that the Nurse will notify the Director of Resident Care and/or designate by phone/voicemail prior to exceeding seven and one-half (7½) hours of work per shift.

16.02 Nurses are expected to arrive at their work area ten (10) minutes prior to the scheduled start time of their shift to receive report and complete narcotic count, for which no compensation shall be payable.

16.03 Overtime shall be calculated to the nearest fifteen (15) minutes.

16.04 A nurse, who is called in or reports for work as scheduled and is not required to work, shall receive four (4) hours' pay.

16.05 Effective April 1st 2020, a nurse shall be paid a shift premium as follows:

- (a) Evening Premium: two dollars (\$2.00) per hour
- (b) Night Premium: two dollars and ten cents (\$2.10) per hour
- (c) Weekend Premium: A nurse shall be paid a weekend premium of two dollars and thirty cents (\$2.30) per hour for all hours worked between twenty-two hundred (2200) hours Friday and twenty-two hundred (2200) hours Sunday.
- (d) In-Charge Premium: A nurse shall receive one dollar and twenty-five cents (\$1.25) per hour for all hours worked while designated to be in charge, in addition to his/her regular salary and applicable premium allowance. The Employer shall designate such nurses.

Effective April 1st, 2021, a nurse shall be paid a shift premium as follows:

- (a) Evening Premium: two dollars and five cents (\$2.05) per hour
- (b) Night Premium: two dollars and twenty cents (\$2.20) per hour
- (c) Weekend Premium: A nurse shall be paid a weekend premium of two dollars and thirty-seven cents (\$2.37) per hour for all hours worked between twenty-two hundred (2200) hours Friday and twenty-two hundred (2200) hours Sunday.
- (d) In-Charge Premium: A nurse shall receive one dollar and thirty cents (\$1.30) per hour for all hours worked while designated to be in charge, in addition to his/her regular salary and applicable premium allowance. The Employer shall designate such nurses.

Effective April 1st, 2022, a nurse shall be paid a shift premium as follows:

- (a) Evening Premium: two dollars and ten cents (\$2.10) per hour
- (b) Night Premium: two dollars and thirty cents (\$2.30) per hour
- (c) Weekend Premium: A nurse shall be paid a weekend premium of two dollars and forty-four cents (\$2.44) per hour for all hours worked between twenty-two hundred (2200) hours Friday and twenty-two hundred (2200) hours Sunday.

- (d) In-Charge Premium: A nurse shall receive one dollar and thirty-five cents (\$1.35) per hour for all hours worked while designated to be in charge, in addition to his/her regular salary and applicable premium allowance. The Employer shall designate such nurses.
- 16.06 When a nurse is called in to work a regular shift less than two (2) hours to the commencement of the shift and arrives within one (1) hour of the commencement, then the nurse will be paid for a full shift provided that the nurse works until the normal completion of the shift.
- 16.07 A full-time nurse, who is called into work outside his/her regularly scheduled working hours, shall receive time and one-half (1½) his/her regular straight time rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) his/her appropriate rate, including call-in for a part shift.
- 16.08 A nurse, who works a second [2nd] consecutive shift, shall be entitled to the normal rest periods and a one-half (½) hour paid meal period. The Employer will provide the nurse with a meal, or cost reimbursement (requiring receipt) to a maximum of twelve (\$12.00) dollars.
- 16.09 If a full-time nurse is required to work on a second [2nd] consecutive and subsequent weekend or a part-time nurse is required to work on a third [3rd] consecutive and subsequent weekend, he/she will receive time and one-half (1½) for all hours worked on that weekend save and except where:
- (a) such weekend has been worked by a nurse to satisfy specific days requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend work is worked as a result of an exchange of shifts with another nurse.
 - (d) Premium payable on weekends under this clause will be waived up to a maximum of one (1) weekend per nurse between December 15th and January 5th in order to accommodate Christmas and New Year's scheduling.

ARTICLE 17 - MISCELLANEOUS

- 17.01 The Employer shall provide a bulletin board for the sole use of the Association.

- 17.02 A copy of this Agreement, in a mutually agreed form, will be issued to each nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Association and the Employer. The process for printing the Collective Agreement will be discussed and agreed to by the parties once proof reading is complete.
- 17.03 Once every third [3rd] month, employees may be given the opportunity to meet and discuss Association matters in a room provided by the Employer on the Employer's premises. These meetings may be attended by representatives of the Association. The Association shall see to it that the Employer is informed of such a meeting at least one (1) month ahead of time. If shorter notice is given, then a room will be provided if available.
- 17.04 Pay will be issued by a direct deposit payroll system which will ensure the employee's wages are paid directly into the nurse's personal account located in a Schedule A bank on the applicable Fridays on a bi-weekly basis. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 17.05 Prior to effecting any changes in the Employer's policies or rules, which would affect nurses covered by this Agreement, the Employer shall advise such proposed changes with the Association.
- 17.06 Where a medical examination is required to comply with the statute, a nurse may choose his/her personal physician.
- However, the Employer shall have the right to designate a physician and require a nurse to be examined by such physician if:
- (a) the Employer is required by statute to introduce an Occupational Health and Safety service;
 - (b) there is an outbreak of an infectious disease requiring general employee monitoring;
 - (c) the Employer has reasonable grounds to suspect that a nurse is abusing sick leave benefits;
 - (d) or if it is necessary to determine the ability of a nurse to perform his/her full or modified duties before return to work from an illness or injury.

17.07 Communicable Diseases

Upon recommendation of the Medical Officer of Health pertaining to the Employer's specific facility and or geographical location, all employees shall be required to be vaccinated and or to take antiviral medication for influenza.

The Employer recognizes that employees have the right to refuse any required vaccination.

Non-Immunized Employees

- i) Non-immunized employees may not work in the area of the outbreak at the facility during the outbreak period. If they cannot be reassigned elsewhere within the facility they will be placed on a leave without pay, unless they choose to access their vacation credits or banked lieu time; or
- ii) For employees for who taking the vaccination is medically contraindicated and where a medical certificate from the employee's physician is provided to this effect, such employee will also be permitted to access their sick bank, if any, during any outbreak period, as well as having the option to access vacation credits or banked lieu time if they choose; or
- iii) Take an approved prophylactic antiviral (preventative therapy, e.g. Tamiflu) and return to work. The Employer will provide the antiviral or pay for it (provided that it is not covered by the benefit plan) for any employee that was not vaccinated due to medical contraindication, substantiated by a current medical note.

Employees not vaccinated due to choice may make arrangements with their physician to commence a course of antiviral at their own expense; such employee may return to work once confirmation documentation is provided to the Home. To continue at work, an antiviral must be continued for the full period of the outbreak.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication he/she shall be eligible for sick leave in circumstances where he/she is not allowed to attend at work as a result of an outbreak.

ARTICLE 18 - BENEFITS AND INSURANCE

- 18.01 For full-time nurses who have completed their probationary period, the Employer agrees to pay one hundred percent (100%) of the premium cost of the following benefits unless noted otherwise.
- (a) Group Life Insurance and Accidental Death and Dismemberment each in an amount equal to one (1) time the nurse's annual earnings. For this purpose, annual earnings shall include basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature shall be excluded.
 - (b) An extended Health Care Plan including a Drug Plan with a deductible of twenty-five dollars (\$25.00) per individual, fifty dollars (\$50.00) per family once per calendar year. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person every 5 calendar years). Effective March 1, 2018, vision care (maximum \$350/person every 2 calendar years) with ability to use coverage for elective laser vision procedures, plus an additional \$100/person per calendar year for reimbursement specific to the cost of eye exams; and chiropractic, massage therapy and physiotherapy (maximum of \$400/insured person per calendar year) for each service.
 - (c) Effective May 1, 2019: Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW), to a total maximum of \$800 per insured person per calendar year.
- 18.02 For full-time nurses, who have completed their probationary period, the Employer shall provide a Basic Level 1 and 2 Dental Plan in the current Ontario Dental Association's fee schedule, an annual cap of one thousand three hundred dollars (\$1300.00) per person, effective June 1, 2012 and a fifteen dollar (\$15.00) single and twenty-five dollar (\$25.00) family deductible. The Employer shall pay fifty percent (50%) of the monthly premium.
- 18.03 With respect to the Plans described in Articles 18.01 and 18.02, the Employer's sole obligation will be to pay the required premiums.

(b) Benefits Age 65 and Older

The benefits plan shall provide for the communication of same coverage for active full-time employees from the age of 65 onward until age 70 or until retirement, whichever occurs first, on the same cost sharing basis as applies under the age of the 65.

18.04 A full-time nurse normally entitled to insurance coverage, who is on a medical leave of absence due to illness or injury, shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than three (3) years and for a period of three (3) months if employed three (3) years or more. Premiums will be paid by the Employer for a medical leave covered under Weekly Indemnity once per year. In the event of financial hardship, the Employer is prepared to pay for a second set of premiums within the same calendar year provided that the nurse has signed an agreement to re-pay the Employer.

A nurse, whose illness or pregnancy leave continues beyond the coverage herein provided, shall be permitted to continue coverage at his/her own expense upon notifying the Employer of his/her intent to do so in writing at the commencement of the leave. The nurse must submit the premium by the fifteenth [15th] of the month to the Employer, or the Employer will drop coverage for the nurse and the nurse will not be entitled to insurance coverage until he/she returns to work.

Insurance coverage for nurses on pregnancy or parental leave shall be provided in accordance with the *Employment Standards Act*.

18.05 Full-time employees working reduced hours shall have their benefit premiums pro-rated.

18.06 The Employer shall make available to each nurse and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto.

18.07 Upon request from the Association, the Employer shall provide a copy of the master policy for benefits included in this Collective Agreement.

18.08 The Employer may substitute another carrier for any of the Plans (other than Employer Health Tax) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

ARTICLE 19 - GROUP R.R.S.P.

- 19.01 (a) A Group R.R.S.P. established through the Association's carrier - Atlas through Open Access will include the following:
- i) the Plan will be a defined contribution plan with the nurses and the Employer each contributing four percent (4%) of earnings;
 - ii) participation in the Plan is following six (6) months of employment;
 - iii) compulsory for all newly hired full-time employees and optional for newly hired part-time employees.
- (b) The definition of applicable wages for purposes of determining contributions to the Registered Retirement Savings Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

ARTICLE 20 - PROFESSIONAL RESPONSIBILITY

- 20.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses, such that he/she or they have cause to believe that he/she or they are being asked to perform more work than is consistent with proper resident care, he/she or they shall:
- (a) i) Complain in writing to the Director of Resident Care within five (5) calendar days of the alleged improper assignment. The Chairperson of the Association-Management Committee shall convene a meeting of the Committee within fifteen (15) 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 fifteen (15) calendar days of the meeting of the Association-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, one (1) chosen by the Employer and one (1) chosen from independent Registered Nurses who are well

respected within the profession. The member of the Committee chosen from 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 make what findings as are appropriate under the circumstances. The Assessment Committee shall report its recommendations, in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
- (b)
 - i) Should the individual chosen as Chairperson then decline when requested, or it becomes obvious that she/he would not be suitable, the parties will reconvene to select an alternate independent Registered Nurse to act as Chairperson.
 - 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 expended by the Assessment Committee in the performance of its responsibilities as set out herein.
 - iii) When necessary, the parties will meet for the purpose of agreeing on Independent Assessment Committee Chairpersons who shall be respected professionals in the nursing field.
 - (c) Any complaint lodged under this provision shall be on the form set out in Appendix B.

ARTICLE 21 - ORIENTATION AND IN-SERVICE

- 21.01 It is agreed that orientation and in-service programs will be provided to all nurses. Such programs shall be reviewed and updated from time-to-time as deemed necessary by Management.
- 21.02 A newly employed nurse shall be entitled to orientation and shall not be placed in charge until he/she has been fully oriented to the Home, and to the area where he/she will be working.

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

- (a) He/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 nurses in the Home.
- (b) The period of orientation/familiarization shall be for a period of three (3) to five (5) days or such greater period that the Employer deems necessary.
- (c) He/she shall be an additional nurse to the usual staffing pattern.
- (d) The nurse or nurses involved in the orientation will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

21.03 The in-service education program shall be based on the following principles:

- (a) Education needs may be suggested by the nurses.
- (b) It shall be a planned program to update nurses as to changes in procedures or practices.
- (c) The Employer will provide appropriate training concerning changes in technical methods and nursing practices in providing professional care where additional knowledge or skill is required on the part of the nurses.

ARTICLE 22 - COMPENSATION

22.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached hereto and forming part of this Agreement.

22.02 A nurse with a Temporary Class Certificate of Registration in the employ of the Employer upon presenting proof of current registration by the College of Nurses of Ontario in accordance with Article 2.02 shall be given the salary of the Registered Staff Nurse as provided in this Article as of the date that he/she presents such proof to the Employer.

A Registered Nurse is required to present to the Employer before February 15th of each year his/her current Certificate of Competence. Failure to provide proof of certification by the above date shall result in the nurse being suspended without pay until they provide proof of registration.

- 22.03 A nurse with a Temporary Class Certificate of Registration shall be paid forty cents (40¢) per hour less than the Registered Nurse classification, however, at no time shall he/she be paid higher than first [1st] year rate on the grid.
- 22.04 (a) The Employer will recognize recent and related nursing experience of newly hired nurses on the basis that for every one (1) year of such substantiated experience, the nurse will receive one (1) annual increment up to the to the maximum of the salary grid. The nurse will provide the Employer with proof of recent and relevant experience within one (1) month of start date. in order to be considered for a salary increment. Should the nurse encounter any difficulties in obtaining proof of previous experience he/she will notify the Employer as to the reasons The Employer shall advise the nurse of this requirement upon advancing an offer of employment.
- (b) An annual increment shall be paid on each full-time nurse's anniversary date of employment subject to Article 9.04, and after each fifteen hundred (1500) hours worked and paid for in the case of part-time.
- 22.05 The percentage in lieu shall be thirteen percent (13%) included in Appendix "A" Salary Schedule and paid in-lieu of all fringe benefits, being those benefits to a nurse paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, shift differential, weekend premium, responsibility allowance, court attendance, reporting pay, bereavement leave, and standby pay, where such compensation has been provided in this Collective Agreement.
- For part-time nurses, who are eligible and who join the Ontario Nurses' Association Group R.R.S.P. – Open Access, the percentage payment in lieu of fringe benefits shall be nine percent (9%).
- 22.06 The Employer may establish new classifications within the bargaining unit. If a new classification is established or the responsibilities of a current position is significantly changed, the Employer shall advise the Association of the classification title and proposed wage rate prior to putting it into effect. If the Association requests within ten (10) days after notification, the Employer shall meet with the Association to discuss the appropriate rate. Such new classifications and wage rates will be subject to the grievance procedure and arbitration.

22.07 Retroactivity

All provisions are effective on the date of ratification, except where specifically stated otherwise.

Retroactivity will be paid within three full pay periods of date of ratification on the basis of hours paid. The Employer will endeavour to pay retroactive monies on a separate deposit. 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 Union, within 30 days of the date of ratification to advise them of their entitlement to retroactivity.

Such employees will have a period of 30 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 30 day period, their claim will be deemed to be abandoned.

ARTICLE 23 - MODIFIED WORK AND RETURN TO WORK PROGRAM

23.01 The Employer and the Union recognize the purpose of modified work/return to work programs, is to provide fair, reasonable and consistent practices for accommodating employees who have been ill, injured or disabled, to enable their early and safe return to work.

- (a) At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.
- (b) The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code of Ontario* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.
- (c) The Employer shall notify the Union of all nurses off work due to an injury or returning on modified duties.
- (d) Where an employee is unable to perform the essential duties of a position either temporarily or permanently the parties agree to meet

with the bargaining unit executive and a representative of the association to consult on a back to work program.

- (e) Nothing in this language obligates the Employer to establish a light modified alternate work program.

ARTICLE 24 - RETIREES BENEFITS

24.01 Any bargaining unit nurse who retires before the age of sixty-five (65) and wishes to participate in the Benefit Plans as outlined in Article 18.01 (b) (Extended Health Care Plan) and 18.02 (Dental) must have been enrolled in the Plan for a minimum of five (5) years.

The retired nurse(s) will provide advance payment of the benefits through a pre-authorized withdrawal process up to the age of sixty-five (65).

In order to maintain participation in the Plan, the nurse must:

- (a) first notify the Employer at least four (4) weeks in advance,
- (b) make a two (2) month advance payment by certified cheque;
- (c) arrange for pre-authorized monthly withdrawals.

Pre-authorized monthly withdrawals will be taken one month in advance of the due date of the premium.

The enrolment in the Plan shall terminate when:

- (a) the nurse gives at least four (4) weeks written notice of their desire not to continue in the Plan; or
- (b) there are two consecutive non-sufficient fund payments and no alternate payment has been arranged.

ARTICLE 25 - CONFIDENTIALITY

25.01 Each employee shall hold confidential and will not disclose, release or discuss with any person at any time, in accordance with applicable law, any information or document that tends to identify any client/resident in receipt of services without first [1st] obtaining the written consent of both the

client/resident (or lawful representative) and the Employer prior to the release or disclosure of such information or document.

ARTICLE 26 - DURATION

26.01 This Agreement shall be effective from April 1st , 2020 until March 31st , 2023, and thereafter shall be automatically renewed and shall remain in force from year to year from its expiration date unless, within the period of ninety (90) days before this Agreement ceases to operate, either party may give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modification, of this Agreement.

SIGNING PAGE

DATED AT BARRIE, ONTARIO, THIS “19th” DAY OF “July” , 2022.

FOR THE EMPLOYER

FOR THE UNION

“Garry Hopkins”

“Scott Sawyer”
Labour Relations Officer

“Val Bennett”

“Peggy Sauve”

“Karen Jones”

“Belinda Spencer”

APPENDIX "A"**SALARY SCHEDULES****REGISTERED NURSES – FULL-TIME AND PART-TIME HOURLY****Effective April 1, 2020**

	<u>Full-Time</u>	<u>9% Part-Time</u>	<u>13% Part-Time</u>
Start	33.56	36.58	37.93
After 1 Year	33.71	36.75	38.10
After 2 Years	34.28	37.36	38.74
After 3 Years	35.97	39.20	40.64
After 4 Years	37.67	41.06	42.57
After 5 Years	39.79	43.38	44.97
After 6 Years	41.93	45.70	47.38
After 7 Years	44.08	48.04	49.81
After 8 years	47.21	51.46	53.34
25 Years	48.06	52.38	54.30

Effective April 1, 2021

	<u>Full-Time</u>	<u>9% Part-Time</u>	<u>13% Part-Time</u>
Start	33.90	36.95	38.30
After 1 Year	34.05	37.12	38.48
After 2 Years	34.62	37.74	39.12
After 3 Years	36.33	39.60	41.05
After 4 Years	38.05	41.47	43.00
After 5 Years	40.19	43.81	45.42
After 6 Years	42.34	46.16	47.85
After 7 Years	44.52	48.52	50.30
After 8 years	47.68	51.97	53.88
25 Years	48.54	52.90	54.85

Effective April 1, 2022

	<u>Full-Time</u>	<u>9% Part-Time</u>	<u>13% Part-Time</u>
Start	34.24	37.32	38.69
After 1 Year	34.39	37.49	38.86
After 2 Years	34.97	38.12	39.51
After 3 Years	36.69	39.99	41.46
After 4 Years	38.43	41.89	43.43
After 5 Years	40.59	44.25	45.87
After 6 Years	42.77	46.62	48.33
After 7 Years	44.96	49.01	50.81
After 8 years	48.16	52.49	54.42
25 Years	49.02	53.43	55.39

APPENDIX "B"

(Please Print / Lettres Moulées S.V.P.)

SECTION 1: GENERAL INFORMATION / GÉNÉRALITÉS

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____

Employer:

Unit/Area/Program:

Employeur:

Unité/Service/Secteur:

Date of Occurrence:

Time:

 7.5 Hr. Shift 11.25 Hr. Shift

Date de l'Événement: _____

Heure: _____

Quart de 7,5 hre

Quart de 11,25 hre

Name of Supervisor:

Date/Time Submitted:

Nom du Surveillant: _____

Date et heure de soumission: _____

SECTION 2: DETAILS OF OCCURRENCE / DÉTAILS DE L'ÉVÈNEMENT

Provide a concise summary of the occurrence / Faites une brève description de la situation: _____

Check One / Cochez une seule case:

Is this an isolated incident? / Est-ce un incident isolé?

An ongoing problem? / Une situation perpétuelle?

SECTION 3: WORKING CONDITIONS / CONDITIONS DE TRAVAIL

In order to effectively resolve workload issues, please provide details about the working conditions at the time of occurrence by providing the following information:Pour régler efficacement les questions concernant la surcharge de travail, veuillez fournir les détails sur les conditions de travail au moment de l'événement avec les informations suivantes:

Regular Staff / # Effectif permanent:

RN / I.A.

RPN / IAA

Unit Clerk / Commis d'unité

Service Support / Personnel de soutien

Actual Staff / # Effectif réel:

RN / I.A.

RPN / IAA

Unit Clerk / Commis d'unité

Service Support / Personnel de soutien

Agency / Registry RN / I.A. d'agence-registre:

Yes / Oui

No / Non

How many? / Combien? _____

Junior Staff* / Effectif junior*:

Yes / Oui

No / Non

How many? / Combien? _____

RN Staff Overtime / Effectif I.A. Hr Supp.:

Yes / Oui

No / Non

If yes, how many staff?

Si oui, combien de personnel? _____

Total Hours / Hres totales _____

* as defined by your unit/area/program / *selon la définition de votre unité/service/secteur.

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:

S'il y avait une pénurie de personnel au moment de l'événement, (y compris personnel de soutien) veuillez cocher les case qui s'appliquent à la situation:

 Absence/Emergency Leave / Absence/Congé d'urgence Sick Call(s) / Maladie(s) Vacancies / Postes vacants

SECTION 4: PATIENT CARE FACTORS CONTRIBUTING TO THE OCCURRENCE / FACTEURS SUR LES SOINS AUX PATIENTS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

Please check off the factor(s) you believe contributed to the workload issue: / Veuillez cocher le(s) facteur(s) qui, selon vous, ont contribué à la question de surcharge de travail:

Change in patient acuity. Provide details:

Changement de l'état de santé des patients. Expliquez: _____

Shortage of beds
Manque de lits

Patient census at time of occurrence:

Recensement des patients au moment de l'événement: _____

Number of Admissions:
Nombre d'admissions: _____Number of Discharges
Nombre de congés _____Lack of equipment/malfunctioning equipment. Please specify:
Manque d'équipement / équipement défectueux. Veuillez préciser: _____Visitors/Family Members
Visiteurs/Membre de famille

Non-nursing Duties: (Please Specify)

Tâches non liés aux soins infirmiers: (Veuillez préciser)

Other: (Please specify)
Autre: (Veuillez préciser) _____

PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM / FORMULAIRE DE RAPPORT DE LA RESPONSABILITÉ PROFESSIONNELLE SUR LA SURCHARGE DE TRAVAIL
SECTION 5: REMEDY /RÈGLEMENT

- (A) At the time the workload issue occurred, did you discuss the issue within the unit/area/program? Yes / Oui No / Non
 Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté au sein de l'unité/du service/du programme?

 Provide Details: / Expliquez: _____

 Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

- (B) Failing resolution at the time of the occurrence, did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues? Yes / Oui No / Non
 Advenant l'incapacité à régler la situation présente de la surcharge de travail, avez-vous cherché l'aide de votre supérieur immédiat pour une solution rapide de la questions?

 Provide Details: / Expliquez: _____

 Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

- (C) Did you discuss the issue with your manager (or designate) on her/his next working day? Yes / Oui No / Non
 Avez-vous discuté de la question avec votre directrice (ou désignée) lors de son retour au travail?

 Provide Details: / Expliquez: _____

 Was it resolved? / A-t-elle été résolue? Yes / Oui No / Non

SECTION 6: RECOMMENDATIONS / RECOMMANDATIONS

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

Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher la répétition de ces événements:

- Inservice / Perfectionnement prof. Orientation / Orientation Review nurse/patient ratio / Revisez le rapport infirmière/patient
 Change unit lay-out/Changez la disposition de l'unité Float/casual pool / Groupe occasionnel/volant Review policies & procedures / Revisez politiques et procédures
 Change Start/Stop times of shift(s). Please specify:
 Changement d'heure d'entrée/de fin de quart de travail. Veuillez préciser: _____
 Review Workload Measurement Statistics Perform Workload Measurement Audit
 Revisez les statistiques de mesure de la charge de travail Exécutez une vérification de l'outil de mesure de la charge de travail
 Adjust RN staffing Adjust support staffing Replace sick calls
 Ajustez les effectifs d'I.A. Ajustez les effectifs en personnels de soutien Remplacez les personnes absentes à cause de maladie
 Equipment (Please specify): / Équipement (Veuillez préciser): _____
 Other: / Autre: _____

SECTION 7: MANAGEMENT COMMENTS / COMMENTAIRES DE LA DIRECTION

Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature: / Signature de la direction: _____ Date/Date: _____

SECTION 8: EMPLOYEE SIGNATURES / SIGNATURES DES EMPLOYÉES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Employer-Association Committee in accordance with the collective agreement.

Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation. Je demande/Nous demandons donc que la question soit portée devant le comité Patronal/Syndical en conformité avec la convention collective.

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Signature: / Signature: _____ Phone No.: / N° de tél: _____

Date Submitted: / Date de soumission: _____

(1) Manager/Chief Nursing Officer (or designate) / (1) Directrice/Infirmière en chef (ou désignée)

FORM PRC-1 26/09/02

LETTER OF UNDERSTANDING FOR NURSE PRACTITIONER

Between:

IOOF SENIOR HOMES INC.
(hereinafter referred to as the "Employer")

And:

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

Re: Nurse Practitioner

All aspects of the ONA Collective Agreement will apply except as modified below:

1. The parties agree that the hours of work of the Nurse Practitioner shall average seventy-five (75) hours over a bi-weekly period, with no more than forty-eight (48) hours worked in a work week. Due to the nature of the work, the Nurse Practitioner will self-schedule and there will be flexible scheduling of hours in accordance with her or his workload. This Article shall not be interpreted as a guarantee of hours.
2. If the Nurse Practitioner anticipates working in excess of seventy-five (75) hours bi-weekly, he or she will request approval from the Employer prior to working the excess hours. The Nurse Practitioner who works in excess of 75 hours bi-weekly shall have the option of electing payment at the applicable premium rate. Hours worked in excess of seventy-five (75) hours bi-weekly may also be taken as time in-lieu at the rate of time and one-half, at a time mutually agreeable to the Nurse Practitioner and the Employer.
3. For the purpose of Article 22.04 (recognition of previous experience), for Nurse Practitioners, the Employer will recognize related Registered Nurse and Nurse Practitioner experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the Wage Grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of related experience within the probationary period in order to be considered for a salary increment. If she or he fails to make

Nurse Practitioner
Page Two

a claim in the specified time period or fails to provide reasonable proof of related experience, she or he shall not be entitled to recognition.

For greater clarity, for Nurse Practitioners, related experience includes Registered Nurse and Nurse Practitioner experience, out-of-province and out-of-country.

4. Where the Nurse Practitioner receives a stipend/remuneration from an academic institution in recognition of their supervision/mentorship of a Nurse Practitioner-student, that stipend/remuneration will be retained by the Nurse Practitioner.
5. The wage grid below will be used for the Nurse Practitioner classification for the duration of the Collective Agreement:

Nurse Practitioner	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Start	\$50.51	\$51.02	\$51.53
1 Year	\$52.67	\$53.20	\$53.73
2 Years	\$54.84	\$55.39	\$55.95
3 Years	\$58.00	\$58.58	\$59.17
8 Years	\$58.35	\$58.93	\$59.52

DATED AT BARRIE, ONTARIO, THIS “19th” DAY OF “July”, 2022.

FOR THE EMPLOYER

“Garry Hopkins”

“Val Bennett”

“Karen Jones”

FOR THE UNION

“Scott Sawyer”

Labour Relations Officer

“Peggy Sauve”

“Belinda Spencer”
