

**COLLECTIVE AGREEMENT**

Between:

**MANITOULIN CENTENNIAL MANOR  
HOME FOR THE AGED**  
(Hereinafter referred to as "the Employer")

AND:

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

**EXPIRY: MARCH 31, 2020**

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining unit of all registered and graduate nurses employed in a nursing capacity by Manitoulin Centennial Manor, Home for the Aged, in the Town of Little Current, save and except Director of Nursing.
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with The Regulated Health Professionals Act (R.H.P.A.), and The Nursing Act.
- 2.03 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. 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, but in any case not longer than two (2) years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.04 The word "Employees" 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 and non-binary pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.06 (a) Work of the Bargaining Unit
- i) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- A) for purposes of instruction,
- B) in the event of an emergency situation,
- C) when performing developmental or experimental work, or
- D) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.

- ii) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- iii) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

(b) Minimum Staffing

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

- (c) The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit, provide to the Union copies of any documents or materials which it *is required to post* in the Home pursuant to the *Municipal Homes for the Aged and Rest Homes Act* or any successor legislation.

2.07

- (a) A full-time employee is an employee who is regularly employed for thirty-seven and one-half (37.5) hours per week.
- (b) A regular part-time employee is an employee who is employed less than thirty-seven and one-half (37.5) hours per week.
- (c) A casual part-time employee is an employee who will not be pre-scheduled more than one (1) tour per month. However, it is also understood that a casual part-time employee cannot consistently or unreasonably refuse shifts.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

3.01

The Association acknowledges that it is the function of the Employer:

- (a) To maintain order, discipline and efficiency, and to establish and from time to time alter reasonable rules and regulations. Such reasonable rules and regulations and any changes thereto shall be communicated to the employees and the Association, and shall be posted on all bulletin boards.
- (b) To direct the working forces and to decide on the number of employees needed by the Home at any time, subject to statute and/or regulation, and to decide on the use of new or improved or changed methods and equipment.
- (c) To hire, discharge, retire, transfer, promote, demote, suspend or otherwise discipline employees, provided that a claim of unjust promotion, demotion, transfer, layoff, or suspension or a claim that an employee has been discharged or disciplined unjustly may be the subject of a grievance dealt with as herein provided.

- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 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 employee because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement, or any applicable legislation.
- 4.02 It is agreed that there will be no discrimination by either party or by any employees covered by this agreement on the basis of race, ancestry, creed, colour, place of origin, ethnic origin, citizenship, sex, sexual orientation, gender identity, gender expression, residence, marital status, family status, age, political or religious affiliation, record of offences, or disability or any factor which is not pertinent to the employment relationship.
- 4.03 The Employer agrees to take all reasonable measures to provide a working environment free from sexual harassment.

NOTE: "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)

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

- 5.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts as long as this Agreement operates. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act R.S.O. 1980, as amended.

#### **ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES**

- 6.01 The Employer will recognize the following:
- (a) Two (2) Employee Representatives
  - (b) A Grievance Committee of up to two (2) employees, excluding the grievor.
  - (c) A Negotiating Committee of two (2) employees and a Labour Relations Officer of the Ontario Nurses' Association.
  - (d) An Association Management Committee composed of two (2) representatives of the Employer and two (2) representatives of the Association. Meetings of this committee shall be held at the request of either party, but at least every other month. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, and other matters of mutual concern. Minutes of this meeting shall be

maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

- 6.02 The Association will supply the Employer with the names of its representatives and changes thereto.
- 6.03 (a) It is understood that Employee Representatives and members of the Grievance Committee have their regular duties and responsibilities to perform and shall not leave their duties without obtaining permission from the Director of Nursing (or designate).
- (b) The Employer agrees to pay for time spent during regular hours of work of employees attending Labour-Management meetings.
- (c) The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer up to but not including arbitration.
- 6.04 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.
- 6.05 During the orientation period, an employee representative will be allowed a reasonable period of time within regular working hours to interview employees and to discuss the benefits and duties of the Association members, and responsibilities to the Association and the Employer.
- 6.06 Occupational Health & Safety Committee
- (a) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committees, at least one representative selected or appointed by the Association from the bargaining unit.
- (c) Such committees shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Employer agrees to provide necessary information to enable the committee members to fulfill their function.
- (e) Meetings shall be held every month or more frequently at the call of the Chair, if required. The committees shall maintain minutes of all meetings and make the same available for review.
- (f) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the committees, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be proper, and she shall be entitled to such time from her work, as is necessary.

- (g) The Employer shall recognize one (1) O.N.A. member as certified workers pursuant to the Occupational Health and Safety Act.
- (h) The Association agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.
- (i) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.
- (j) A member of a committee is entitled to:
  - i) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
  - ii) such time as is necessary to attend meetings of the committee; and
  - iii) such time as is necessary to carry out [inspections and investigations under subsection 9(26), 9(27) and 9(31) of the Act.]” ref. Occupational Health and Safety Act Sec. 9(34)

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

- (k) A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member’s employer shall pay the member for the time spent at the member’s regular or premium rate as may be proper. ref. Occupational Health and Safety Act Sec 9(36) “[This provision] does not apply with respect to workers who are paid by the Home for the time spent fulfilling the requirements for becoming certified.” ref. Sec 9(37)
- (l)
  - i) This section does not apply to an employee
    - A) when circumstances described below is inherent in the worker’s work or is a normal condition of the worker’s employment; or
    - B) when the worker’s refusal to work would directly, endanger the life, health or safety of another person.” ref. Occupational Health and Safety Act Sec 43(1)
  - ii) An employee may refuse to work or do particular work where he or she has reason to believe that,
    - A) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;

- B) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
- C) any equipment, machine device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker.” ref. Occupational Health and Safety Act Sec. 43(3)
- (m) The parties agree that if incidents involving aggressive resident action against an employee occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

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

#### Infectious Diseases

- (n) The Employer and 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.

- (o) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
- Musculoskeletal Injury Prevention
  - Needle Stick Injury Prevention
  - Personal Protective Equipment
  - Training designed to ensure competency under the Act for those persons with supervisory responsibilities.

#### 6.07

#### Modified Work/Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty.
- (b) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may



determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

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

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

## **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 The Employer shall deduct from the pay due to each employee who is covered by this agreement a sum equal to the monthly Association dues of each employee. The Association shall notify the Employer, in writing, of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each employee. The list shall show the social insurance number of each employee, terminations, new hires, leaves of absences and the initial list shall contain, as well, the addresses and telephone numbers of each employee. A copy of this list will be sent to the local association.

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

If the failure to deduct dues results from an error by the Home, then, as soon as the error is called to its attention by the union, the Home shall make the deduction in the manner agreed to by the parties.

- 7.02 The Employer shall provide each employee with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.
- 7.03 The Home agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by local negotiation and may be arranged collectively or individually by the Home.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or

alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her employee representative. In cases of suspension or discharge, the Home shall notify the employee of this right in advance.

8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with the Director of Nursing nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days, it shall be then taken up as a grievance in the following manner and sequence:

Step No. 1

Within nine (9) calendar days of its receipt of the answer at its complaint stage, the employee may submit a written grievance signed by the employee to the D.O.N. or designate. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement, which are alleged to be violated. The Director of Nursing or designate will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to the Administrator or her designate. A meeting will then be held between the Administrator or her designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Administrator or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Administrator shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

8.04 A complaint or grievance arising directly between the Home and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or her designate.

8.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Director of Nursing or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2

and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 8.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as herein under provided. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty (30) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- 8.07 All agreements reached under the grievance procedure between the Employer and the Association will be final and binding upon the Employer and the Association and the employees.
- 8.08 Time limits fixed in complaints, grievances and arbitration procedures may be extended by mutual consent of the parties.
- 8.09 The time prior to referral to arbitration may be utilized by the Association and/or the Home to suggest and possibly agree to a dispute resolution other than a three (3) person board of arbitration and either party may request the appointment of a grievance settlement officer that will be selected by mutual agreement.
- When either party request that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within the period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.10 No person may be appointed as an arbitrator who have been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.12 The arbitration board may make such decisions as in its circumstances it deems just and equitable, consistent with the provisions of the Collective Agreement and within the jurisdiction provided by applicable legislation.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any of the chairman of the Arbitration Board.
- 8.15 All agreements between the representatives of the Employer and the representatives of the Association will be final and binding upon the Employer and the Association and the employee(s).
- 8.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 8.17 The Home agrees that where a nurse is required to attend a meeting that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting and her or his right to union representation.
- 8.18 All investigations related to a nurse's employment will be completed in a timely manner.

#### **ARTICLE 9 - JOB SECURITY**

- 9.01 Seniority shall be defined as length of service with its employer since date of last hire and shall be used in determining of priority of lay-offs, permanent reduction of the work force recall, and for filling of vacancies as per Article 9.07 (a). Seniority shall operate on a bargaining unit wide basis. Seniority for part-time employees shall be based on paid hours accumulated since date of last hire. It is recognized that 1600 paid hours equals one (1) year of full-time service.
- 9.02 The probationary period for employees shall be three hundred and sixty (360) paid hours or six (6) months, whichever occurs first.
- 9.03 The Employer will keep up to date seniority lists for full-time and part-time employees, and post the same in a conspicuous place, and supply copies of the current list to the Association twice a year, in the months of January and July, and prior to any layoff.
- 9.04 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- (a) When on leave of absence with pay;
  - (b) When in receipt of sick leave with pay;
  - (c) When in receipt of Workplace Safety Insurance or sick leave for up to twenty four (24) months;
  - (d) When on pregnancy or parental leave;
  - (e) When on layoff or unpaid leave of absence for thirty (30) continuous calendar days.

9.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on layoff for a period of thirty (30) calendar months.

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty (30) calendar months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months;
- (g) when on illness absence not paid by the employer for a period in excess of thirty (30) months (the Employer will meet with the Union prior to executing this clause);
- (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within *an additional* fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

9.07 (a) In the case of a permanent or temporary vacancy expected to exceed ninety (90) days, the Employer will post notice of such vacancy for fourteen (14) calendar days, prior to filling the position, in order that any interested employee may apply. A copy of such notice shall be sent to the Local Association. Should there be no applications from within the bargaining unit or if no internal applicant is qualified to perform the work, the Employer may fill the vacancy from outside the bargaining unit so long as the qualifications are not modified for the outside candidates.

The name of the successful applicant shall be posted by the Employer. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

(b) Part-time employees shall be given the first opportunity to fill temporary full-time long term L.O.A. and/or illnesses of less than three (3) months. The

Employer will outline the conditions and duration of such position. Such temporary position shall not exceed the time required to complete the specific circumstances, which gave rise to the temporary position. An employee who is absent due to leave of absence or illness shall have the right to return to her former position.

- (c) Part-time employees who fill temporary full-time vacancies shall be considered part-time and will be paid the percentage in lieu in addition to their regular hourly rate. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

9.08 Employees shall be selected for positions under 9.07 on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees concerned, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Employer will attempt, during the first thirty (30) tours (240 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy, to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

9.09 Layoff and Recall

- (a) In the event of layoffs, the full-time and part-time seniority lists will be combined and the layoff will be in the reverse order of seniority. In combining the seniority list each year of full-time service will be converted on the basis of each year equals 1600 hours. Part years will be prorated.
- (b) Employees shall be recalled in order of seniority. An employee shall respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall report to work within *an additional* fourteen (14) calendar days after she has received the notice of recall unless otherwise agreed by the parties.
- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union, such consent not to be unreasonably withheld when shown to be in the best interests of the residents.
- (d) Notice to Union of Long Term Layoff

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

- i) Provide the Union with ninety (90) days' notice;
- ii) Meet with the Union to review the following:

- A) the reasons causing the lay-off;
- B) the service which the Home will undertake after the lay-off;
- C) the method of implementation, including areas of cutback and the employees to be laid off.

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

- (c) Ninety (90) days' notice of layoff shall be given to each affected individual, which is not pyramided on the notice provided for in Article 9.09.
- (d) No new employee will be hired nor will agency employees be used when there is an employee(s) on layoff.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- (f) Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For part-time employees the maximum is \$1,500.00

#### 9.10 Positions Outside the Bargaining Unit

- (a) An employee who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain, but not accumulate her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that an employee is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of six (6) months and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (c) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of twelve (12) months, she will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her/his return to the bargaining unit.

#### 9.11 Credit for seniority and service obtained under the agreement shall be retained and transferred with the employee if she changes her status from full-time to part-time and vice versa.

A part-time employee who changes her status to full-time will be given seniority credit on the basis of sixteen hundred (1600) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. In addition, an employee who is so

transferred will be given credit for paid hours accumulated since date of last advancement.

## **ARTICLE 10 - ACCESS TO FILES**

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

Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the employee at her request.

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

10.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for one (1) year.

10.03 The Employer will notify the Nurse when it reports her or him to the College of Nurses of Ontario, and refer them to the Union as a resource.

## **ARTICLE 11 - LEAVE OF ABSENCE**

11.01 Written requests for a personal leave of absence, without pay, will be considered on an individual basis by the Director of Nursing or her designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 (a) Association Leave

Provided adequate notice is given, the Employer agrees to grant leave of absence, without pay, to employees selected by the Association to attend association business including conferences and conventions. It is agreed that the total cumulative leave for all employees shall not exceed thirty (30) days during any calendar year and not more than one (1) employee shall be absent at any time. During such leave of absence, the employee'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 percentage in lieu. Part-time employees will receive seniority credit for all leaves granted under this article.

(b) Union Leave

The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clause (a) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay



(where such employee is paid a percentage of earnings) and OMERS and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

(c) Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfill the duties of her position. Reasonable notice - sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence. There shall be no loss of seniority or service during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits.

(d) Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the employee to the Home, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home of her intention to return to work at least two (2) weeks prior to the date of such return.

(e) ONA Staff Leave

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

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 Employer

contributions to benefits unless the Union decides to take sole responsibility for these employee obligations.

11.03 Professional and Educational Leave

- (a) Employees may be granted leave(s) of absence without pay and tuition to attend workshops, seminars and short courses which are related to her responsibilities. Selection shall be made on an equitable basis from employees who make application to attend. Such permission shall not be unreasonably denied.
- (b) The Employer shall endeavour to grant leave of absence without pay and/or to schedule shifts for an employee in such a way as to permit her to pursue a BScN. or gerontology program.
- (c) Employees may be granted leave(s) of absence without loss of earnings from his or her regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

11.04 Bereavement Leave

An employee who notifies the Home as soon as possible following a bereavement shall be granted four (4) consecutive working days off and without loss of her regular earnings for her scheduled hours in conjunction with the day of the funeral of a member of her immediate family.

"Immediate family" means parent, brother, sister, spouse (including same sex partners), son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

One (1) day leave without loss of regular earnings will be granted to attend the funeral of aunts, uncles, nieces, and nephew. The Home may, in its discretion, extend such leave without pay particularly where extensive travel is required.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.

Part time nurses will be credited with seniority and service for all such leaves.

11.05 (a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision. At the discretion of the employer, an employee who is eligible for a pregnancy leave may extend the leave for a period of up to sixty-three (63) weeks duration inclusive of any parental leave.
- ii) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

- iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- iv) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- v) The Home may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- vi) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment 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 her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit.

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

(b) Parental Leave

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

- ii) An employee who has taken a pregnancy leave under Article 11.07 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption.

If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- iii) The employee shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- iv) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- v) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental 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 (84%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit.

Percentage in-lieu payments shall be included in the calculation of a part-time nurse's Supplemental Employment Benefit (SUB) Plan.

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

#### 11.06 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest, or is subpoenaed to appear at the College of Nurses, the employee shall not lose regular pay for such attendance, provided that such employee promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance. The employee agrees to notify the employer immediately of her requirement to attend upon herself being notified.

An employee shall not be required to attend work on those days, or the preceding night shift, on which she is fulfilling the above commitment.

#### 11.07 Prepaid Leave Plan

The Home agrees to introduce a prepaid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a)
  - i) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
  - ii) The Plan is also available to employees to enable an employee to take a leave of absence of four (4) months or more to pursue an education programme following the period of salary deferral.
- (b) The employee must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one (1) time shall be one (1). The year for purposes of the program shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Association and the Home.
- (d) Written applications will be reviewed by the Director of Nursing or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.

- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the employee.
- (h) All benefits shall be kept whole during the period of salary deferral. The employee may participate in benefit plans provided pursuant to Article 18 if they pay the full cost of the premiums. During the year of the leave, seniority will accumulate.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Director of Nursing. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Home will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any paid out to her within a reasonable period of time.
- (l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 11.07 of the Collective Agreement.
  - ii) The period of salary deferral and the period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Home to enter the prepaid leave program will be appended to and form part of the written agreement.

11.08 Secondments

An employee who is seconded from the Home to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to one (1) year. Notwithstanding Article 9.04 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the employee is seconded, the employee's salary and applicable benefits shall be maintained by the Home and the Home shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the employee is seconded. The employee agrees to notify the Home of her intention to return to work at least two (2) weeks prior to the date of such return.

11.09 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

**ARTICLE 12 - HOLIDAYS**

12.01 The Employer agrees to recognize the following holidays:

New Year's Day	Civic Holiday
Family Day	
Good Friday	Labour Day
Float Holiday	Thanksgiving Day
Victoria Day	Float Holiday
Canada Day	Christmas Day
Boxing Day	

In the event that an additional Federal, Provincial, or Municipal holiday is proclaimed during the term of this collective agreement, such additional holiday will replace one (1) of the designated holidays in the collective agreement. The intent is that there will be no more than twelve (12) holidays during the term of this Collective Agreement. The Float Holiday will be scheduled at a mutually agreeable time between the Employee and her immediate supervisor.

12.02 An employee required to work on any of the above-named holidays will be paid at the rate of time and one-half (1½) her regular straight time rate of pay for the hours worked.

12.03 (a) In addition to any payment to which they maybe be entitled under 12.02 a full-time employee shall receive his regular straight time hourly rate of pay for seven and one-half (7½) hours for each of the above-named holidays. To be eligible for pay on the above-named Holidays, an employee must have

reported for work on the last regular scheduled work day prior to the holiday and the first regular scheduled work day following the holiday unless the employee has been excused with the permission of the Employer, or on approved sick leave or vacation.

- (b) Paid holidays taken will be paid at Extended Tour hours. Full-time employees working on such holidays will be paid at one and one-half (1½) times their regular straight time hourly rate for all hours worked in addition to seven and one-half (7½) hours pay for the day subject to the provisions of Article 12. Part-time employees will be paid in accordance with Article 12.

- 12.04 In the event that a paid holiday falls on a full-time employee's scheduled day off and she has qualified for holiday pay in accordance with Article 12.03, she shall be paid a day's pay or if mutually agreed, take a lieu day off with pay at a time mutually agreed upon by the employee and the supervisor concerned.
- 12.05 Full-time employees who work on a holiday may elect to be paid for such holidays at premium rates plus pay for the holiday or they may elect to be paid premium rates and take a day off with pay in lieu. All days off with pay shall be taken prior to December 20<sup>th</sup> in a calendar year. Employees must notify their supervisor three (3) days in advance of the holiday so as to the method of payment and such day must be scheduled by mutual consent between the employee and her supervisor. Employees shall be allowed to accumulate a maximum of five (5) days under the above system.
- 12.06 An employee who is scheduled to work on the holiday and who, without reasonable cause, fails to report for and perform the work shall not be paid for that day.
- 12.07 Whenever possible, an employee will not be scheduled to work on a holiday which coincides with a weekend if the employee was scheduled off on that weekend. The requirement to work holidays will be as equally distributed as possible among part-time.
- 12.08 When a full-time employee is not scheduled to work the weekend, which proceeds or is just prior to a holiday as set out in Article 12.01, she shall not be scheduled to work the holiday.
- 12.09 The Employer will schedule employees to be off work no less than three (3) days at either Christmas or New Year's. It is understood and agreed that staff will alternate Christmas and New Year's time off annually.
- 12.10 In the event that one (1) or more of the holidays occur during a full-time employee's annual vacation, she shall be allowed the extra days off with pay at a time of mutual agreement between the employee and the supervisor concerned.

### **ARTICLE 13 – VACATIONS**

- 13.01 Employees shall receive an annual vacation with regular pay in accordance with credited service as of vacation eligibility date.
- 13.02 The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacations earned during the twelve (12) month period ending December 31<sup>st</sup>, will be taken in the following twelve (12) month period.



- 13.03 (a) The vacation entitlement for full-time employees will be as follows:
- Less than one (1) year service - 1.25 days/complete month of service during the vacation year.
- After one (1) year of service – three (3) weeks based on 1.25 days/complete month of service during the vacation year.
- After three (3) years of service – four (4) weeks based on 1.65 days/complete month of service during the vacation year.
- After twelve (12) years of service – five (5) weeks based on 2.08 days/complete month of service during the vacation year.
- After twenty (20) years of service – six (6) weeks based on 2.5 days/complete month of service during the vacation year.
- After twenty eight (28) years of service – seven (7) weeks based on 2.92 days/complete month of service during the vacation year.
- Employees who currently enjoy better vacation will continue to do so.
- (b) The vacation entitlement for part-time employees shall be:
- Under 4800 hours of service – six percent (6%)
- 4,800 hours to 19,200 hours of service –eight percent (8%)
- 19,200 hours 32,000 hours of service – ten percent (10%)
- 32,000 hours to 44,800 hours of service – ten percent (10%)
- Over 44,800 hours of service – fourteen (14%)
- 13.04 Scheduling
- (a) Vacation quotas shall be limited to one (1) full-time and one (1) part-time at any one time.
- (b) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.
- (c) The weekend before a full week of vacation shall be scheduled off.
- (d) Vacation may be taken as one (1) day or any multiple thereof.
- 13.05 Employees commencing employment prior to the fifteenth of the month will accrue vacation credits for the full month. Employees commencing employment on the fifteenth of the month or later will accrue vacation credits commencing with the next following month.
- 13.06 Employees who are absent without pay for more than fifteen (15) days in one month will not accumulate vacation for that month. For the purposes of this article, absence shall mean:

- (a) unpaid leave of absence
- (b) unpaid sick leave
- (c) work related injury (W.S.I.B.) absences which exceed one (1) year.

- 13.07 Vacations will not be cumulative from year to year and all vacations must be taken by the end of the applicable vacation period. Employees may request the deferral of up to one (1) week's vacation, which will be carried over to the next year's vacation period.
- 13.08 Employees who reach the next higher vacation entitlement will be allowed to take the additional week in the year they reach the required years of service providing it is taken after the appropriate service date.
- 13.09 Employees shall make their requests for vacation time off to the employer prior to March 15<sup>th</sup> in any year. The Employer shall post a list for requests by January 15<sup>th</sup> of each year and post the approved vacation schedule by April 15<sup>th</sup>.
- 13.10 Vacation shall be scheduled by the Employer considering the requests of the employee. If there is a dispute as to the dates requested pursuant to 13.09, between two (2) or more employees, the wishes of the senior employee shall prevail.
- 13.11
- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
  - (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- 13.12 On extended tours it is understood that vacation days shall be paid 12.00 hours. This will not entitle an employee to more vacation than they would have enjoyed under Article 13, i.e. 2 weeks of vacation = 80 hours, 3 weeks of vacation = 120 hours, 4 weeks of vacation = 160 hours.

Upon conversion to seven and one-half (7½) hour days, it is understood that vacation days shall be paid at seven and one-half (7½) hours. This will not entitle an employee to more vacation than they would have enjoyed under Article 13, i.e. 2 weeks of vacation = 75 hours, 3 weeks of vacation = 112.5 hours, 4 weeks of vacation = 150 hours. This is subject to change to reflect the Collective Agreement

#### **ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY**

- 14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace

Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. The Employer agrees to self-insure this benefit.

- (a) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost.
- (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks two (2) through sixteen (16) of any legitimate illness or injury but shall not be eligible for benefits under c) below.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks seventeen (17) through thirty (30) of such illness or injury.

Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

14.02 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety Insurance benefits for a period longer than one complete pay period may apply to the Home for payment equivalent to the lesser of the benefits she would receive from Workplace Safety Insurance benefits if her claim was approved. Payment will be provided only if the employee provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home that any payments will be refunded to the Home following final determination of the claim by The Workplace Safety Insurance Board. If the claim for Workplace Safety Insurance benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of her sick leave plan. Any payment under this provision will continue until the employee has exhausted her accumulated sick leave credits.

- 14.03 (a) The Home will notify the Bargaining Unit President of the names of all employees off work due to a work related injury or when an employee goes on LTD.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Home will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Employer agrees to supply the employee with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) as it is being sent to the Board. The Union shall be

given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

- (d) The Home and the Association recognize their joint duty to accommodate handicapped employees in accordance with provisions of the Ontario Human Rights Code.
- (e) Prior to any employee returning to work off WSIB on a modified/light/alternated work program, the Employer will notify and meet with Union designated members of the Bargaining Unit to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

14.04 The Employer's contribution to Health and Welfare Benefits shall cease after an employee has been on sick leave for eighteen (18) months or more.

14.05 The Employer shall assume total responsibility for providing and funding of a long-term disability (LTD) insurance plan for all full-time employees as follows:

The plan shall provide coverage for sixty-six and two-thirds percent (66-2/3%) of the first \$2,000 of the employee's monthly earnings plus 50% of any excess subject to a maximum of \$3,000. Payment to the employee will begin after two hundred and ten (210) days of continued illness or disability and will continue as long as she is disabled or until she reaches age sixty-five (65) years, whichever occurs first. The above is subject to the terms and conditions of the Plan.

14.06 No sick pay benefit is payable for the first fifteen (15) hours of absence for the sixth (6<sup>th</sup>) and subsequent period(s) of absence in the same fiscal year (April 1<sup>st</sup> through March 31<sup>st</sup>).

## **ARTICLE 15 - HOURS OF WORK**

15.01 The following provisions designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Home shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.

15.02 The normal daily tour shall consist of seven and one-half (7½) hours, exclusive of a one-half (½) hour unpaid meal period.

15.03 Employees shall be entitled, subject to the exigencies of resident care, to relief periods during the tour on the basis of fifteen (15) minutes for each half (½) tour.

15.04 The hours of work for Extended Tours will cover twelve (12) continuous hours from 0700 to 1900 and 1900 to 0700.

There shall be six (6) Extended Tours and one (1) short tour per pay period for full-time employees.

A maximum of three (3) consecutive Extended Tours shall be scheduled, followed by a minimum of two (2) consecutive days off scheduled between them.

Each twelve (12) hour tour shall include one (1) unpaid forty-five (45) minute meal break. In addition, there will be three (3) paid fifteen (15) consecutive minute rest periods.

15.05

Scheduling

- (a) Schedules will cover a six (6) week period and be posted four (4) weeks in advance.
- (b) Full-time employees will be scheduled to either twenty (20) extended tours or thirty (30) regular tours over the life of the schedule.
- (c) Regular part-time employees may be scheduled for up to three (3) regular tours or two (2) extended tours per week.
- (d) Additional hours for regular part-time employees and all hours for casual part-time employees must have advance approval from the employee (verbally).
- (e) The Employer will make every effort in posted schedules to avoid rotating employees from one shift to another (e.g. day shift to afternoon shift).
- (f) Once the schedule is posted, no changes can be made unless brought to the direct attention of the employee. Where less than forty-eight (48) hours notice to full-time employees and twenty-four (24) hours notice to part-time employees of a change of schedule is given the employee will receive time and one half (1½) on her next shift worked.
- (g) The Employer will endeavour to grant employees every second weekend off. Where an employee does not receive at least two weekends off in four s/he will be paid time and one half (1½) for the third such weekend and each successive consecutive weekend worked until a weekend off is received.
- (h) Employees will receive time and one half (1½) for the fourth consecutive and successive extended tour worked and/or the seventh consecutive and successive regular tour worked.

15.06

Employees shall be allowed to exchange tours of duty. Such changes initiated by the employee will not result in additional cost to the Employer. All changes shall be communicated to the Director of Nursing.

15.07

These scheduling regulations may be waived between December 15<sup>th</sup> and January 15<sup>th</sup> so that all nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Christmas Eve, Christmas Day, Boxing Day or New Year's Eve and New Year's Day will be included in the five (5) days off. When possible, the Home will attempt to schedule up to seven (7) days off at Christmas or New Year's. Nurses will alternate having time off at Christmas and/or New Year's each year.

**ARTICLE 16 - PREMIUM PAYMENT**

16.01

Authorized work in excess of scheduled daily tour or in excess of seventy-five (75) hours biweekly shall be compensated at the rate of time and one-half (1½) her regular straight time rate. Such compensatory time may be taken in time or money.

Overtime premium will not be duplicated for the same hours worked under Article 15.02 nor shall there be any pyramiding with respect to any other premiums payable under the provisions of the Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein.

Daily overtime will be paid for hours worked in excess of the scheduled normal or Extended Tour day.

The parties agree that nurses working the extended hours schedule shall receive no less and no more than the equivalent benefits to which they would be entitled had they been scheduled on the basis of the normal seven and one-half (7½) hour shift.

Where a nurse has worked and accumulated approved hours for which he/she is entitled to be paid premium (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment or time off equivalent to the applicable premium rate.

Each nurse shall be entitled to bank up to 37.5 hours to be utilized at a time agreeable to the nurse and supervisor. All in lieu banks will be paid out the first pay period in December each year.

16.02 For those employees working the seven and one half (7½) hour tour, if the Employer fails to schedule a period of sixteen (16) consecutive hours off between periods of work, the Employer will pay to the employee time and one-half (1½) her appropriate hourly rate for the following tour of duty worked.

16.03 Employees working 7.5 hour tours will not be scheduled to work in excess of seven (7) consecutive days, or she shall be paid time and one-half (1½) of all days scheduled in excess of seven (7) until a day off is scheduled.

Employees working 11.25 hour tours, will not be scheduled to work in excess of four (4) consecutive days.

16.04 Where less than twenty-four (24) hours' notice is given personally to the regular part-time employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. Such changes shall not be considered a layoff.

16.05 An employee who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours' pay.

16.06 An employee who is on standby and is called into work outside her regularly scheduled working hours shall receive time and one-half (1½) her regular straight time rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her appropriate rate.

An employee who is called into work on a paid holiday shall be paid two times her regular straight time hourly rate of pay for all hours worked with a minimum guarantee of four (4) hours' pay at two times her appropriate rate.

16.07 An employee who is required to remain available on standby duty outside her regularly scheduled working hours shall receive standby pay of three dollars and forty-five cents (\$3.45) per hour, five dollars and five cents (\$5.05) per hour on a paid holiday. The employer to provide two (2) pagers for employees on standby.

- 16.08 An employee shall be paid a shift premium of:
- (a) Between 1500 hours and 2300 hours – two dollars and ten cents (\$2.10)
  - (b) Between 2300 – 0700 hours – two dollars and fifty (\$2.50) cents.
- Effective May 7, 2018, an employee shall be paid a shift premium of:
- (a) Between 1500 hours and 2300 hours – two dollars and twenty-five cents (\$2.25)
  - (b) Between 2300 – 0700 hours – two dollars and sixty-five cents (\$2.65) cents.
- 16.09 An employee shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour between 0700 hours Saturday and 0700 hours Monday.
- 16.10 A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty between 1500 hours on Friday and 0700 hours on Monday.
- 16.11 An employee who is called with less than three (3) hours' notice to come in to work and who is consequently unable to arrive for work until after the tour has commenced, shall be paid as though she had worked from the beginning of the tour.
- 16.12 Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein. This is not intended to entitle the employee to be paid for work performed while engaged in the reporting functions as provided herein.
- 16.13 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice-versa or an exchange of tours by two (2) employees.
- 16.14 A copy of the work schedules will be given to the Bargaining Unit President as they are posted.

#### **ARTICLE 17 – MISCELLANEOUS**

- 17.01 The Employer shall provide a bulletin board for the sole use of the Association in the staff room.
- 17.02 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Association and the Employer.
- 17.03 If facilities are available, the Employer shall grant permission to the Association to hold meetings on the Employer's premises. It is understood and agreed these meetings will not occur more frequently than once a month.
- 17.04 Pay cheques are to be issued on a regular day of the week, with an itemized statement of all deductions, premiums and changes of increment in a sealed

envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

- 17.05 Each employee shall keep the Employer informed of changes to relevant employment information.
- 17.06 Where a medical examination is required to comply with the statute, an employee may choose her personal physician.
- 17.07 The Employer shall make available to each employee and the Association a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy.
- 17.08 Prior to effecting any changes in rules or policies, which affect employees covered by this Agreement, the Home will discuss the changes with the Association and provide copies to the Association.
- 17.09 The Home undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

The Home agrees to discuss with the Union the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.

Nurses who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 9.09 will apply.

## **ARTICLE 18 – BENEFITS**

- 18.01 The Employer shall pay one hundred percent (100%) of the Employee Health Tax.
- 18.02 The Employer shall pay the full cost of a group life insurance plan for all full-time employees. The plan will include the following benefit provisions:
- (a) Coverage equal to twice (2x) the regular annual rate of earnings rounded to the nearest five hundred dollars (\$500.00).
  - (b) Accidental death and dismemberment in the same amount as the life insurance.
- 18.03 The employer shall pay 100% of the billed rate of premium for full-time employees in the active employ of the employer under an Extended Health Care Benefit Plan

Effective date of ratification, In addition to the standard benefit coverage will include; hearing aids repair or replacement parts to a maximum of five hundred (\$500.00) dollars once every five (5) years. Vision benefits to a maximum of three hundred (\$300.00) dollars, every twenty-four (24) months for medically necessary contact lenses provided they are dispensed by an Optometrist, an Optician or an Ophthalmologist; eye examinations to a maximum of fifty (\$50.00) dollars every twenty-four (24) months. Effective June 1, 2018, vision care maximum will increase



to three hundred and seventy-five dollars (\$375.00) every two years. Paramedical services shall include physiotherapists, psychologists, chiropractor, osteopath, podiatrist/chiropracist, naturopath, acupuncturist, cardiac rehabilitation, registered massage therapist and speech therapist up to a maximum of five hundred (\$500.00) per paramedical discipline per calendar year.

The following paramedical services require a referral from a physician or nurse practitioner (RN-EC) in order to be eligible for reimbursement; Physiotherapist, Psychologist, chiropractor, cardiac rehabilitation, massage therapist and speech therapist.

Dental benefits shall include current ODA schedule fee guide. Basic service recall every nine (9) months and comprehensive basic service coverage.

Each employee shall be provided with a benefit booklet outlining the details of benefit coverage.

- 18.04 The Employer shall provide a dental plan equivalent to Blue Cross Plan #9 in the current Ontario Dental Association schedule as amended, no deductible, no co-insurance, for which the Employer shall pay seventy-five percent (75%) of the billed rate for full-time employees who participate in the plan.

Dental benefits will be extended to active full time nurses from the age of sixty five (65) and up to the nurses seventieth (70<sup>th</sup>) birthday on the same cost sharing basis as applies to those under the age of sixty five (65).

- 18.05 Employees who are on layoff may continue benefit coverage, at their own expense, for a period of up to twelve (12) months following the layoff provided they make arrangement for payment.

Retirees aged 60 – 65 will be covered by dental benefits to a similar level under Article 18.03

- 18.06 The Employer may substitute another carrier for any of the plans (other than OHIP) 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.

- 18.07 For purposes of health and welfare benefits under Article 18 dependant coverage is available to the employee, to cover his/her same sex partner and their dependents, in accordance with the terms and conditions of the plans.

- 18.08 The Employer will provided retirees who are in receipt of OMERS retirement benefits and who have not yet reached the age of sixty-five (65) with the option of continuing dental, EHC and \$25,000 life insurance coverage at the employees cost.

## **ARTICLE 19 - PENSION PLAN**

- 19.01 The Employer will continue with the O.M.E.R.S. for all full-time and part-time employees subject to the terms and conditions of the plan.

- 19.02 The Employer shall continue to pay pension plan contributions and its share of the premiums for benefit coverage under Article 18 any time an employee is on a paid

leave of absence, any time a salary is received or required by legislation or as specified otherwise in the Collective Agreement.

## **ARTICLE 20 - PROFESSIONAL RESPONSIBILITY**

20.01 In the event that the Employer assigns a number of residents or a workload to an individual employee or group of employees, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:

- (a)
  - i) Complain in writing to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The chairperson of the Association Management Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - ii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the 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 by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary, and to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
  - iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend meetings held between the Home and the Association under this provision.
  - v) Any complaint lodged under this provision shall be on the form set out in Appendix C
- (b)
  - i) The list of the Assessment Committee is attached to Appendix B and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the chairperson, and whatever other expenses are

included by the Assessment Committee in the performance of its responsibilities as set out herein.

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

## **ARTICLE 21 – COMPENSATION**

- 21.01 The salary rates in effect during the term of this agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement.
- 21.02 Retroactivity
- (a) Retroactivity applies to wages only as set out in Appendix A. All other matters take effect on the date of Association ratification unless another implementation date has been identified in the Agreement. Any employee hired since that date shall be entitled to retroactivity as from the date of hire. Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following ratification. Retroactivity will be paid within two (2) pay periods of ratification by the parties.
- 21.03 A nurse in the employ of the Home who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her or his General Certificate of Registration as a registered nurse shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her or his General Certificate of Registration to the Director of Resident Care or her or his designate, or to the date of last hire whichever is later.
- 21.04 An employee who is designated to temporarily relieve the Director of Nursing, and who accepts such assignment shall be paid twenty five dollars (\$25.00) for each shift so worked in addition to her regular rate of pay.  
An employee who is placed in-charge of the facility shall receive two dollars (\$2.00) per hour in addition to her regular salary and applicable premium allowance.
- 21.05 (a) Claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall co-operate with the Home by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Home will credit a new employee with one (1) annual service increment for each year of experience. For an employee it will be calculated pursuant to the formula set out in Article 21.05 (b). If a period of more than two (2) years has elapsed since the employee has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home.

- (b) An annual increment shall be paid on each employee's anniversary date of employment and after each sixteen hundred (1600) hours paid in the case of part-time employees.

21.06 When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Home either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

21.07 A nurse who holds a Temporary Certification of Registration shall be paid fifty dollar (\$50.00) per month less than the registered nurse classification.

21.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she will receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification. She shall retain her service review date for purposes of wage progression.

21.09 An employee who becomes disabled and is unable to carry out the regular functions of her position, the Employer may establish a special classification and salary as set out in Article 21.06.

## **ARTICLE 22 - ORIENTATION AND IN-SERVICE PROGRAMME**

22.01 The Home recognizes the need for a Home Orientation Programme of such duration as it may deem appropriate taking into consideration the needs of the Home and the employees involved:

- (a) Before assigning a newly hired employee in charge of a nursing unit, the Home will first provide orientation to the Home and to such nursing unit. It is understood that such employee may be assigned to any tour as part of her orientation program.
- (b) The Home will endeavour to schedule mandatory in-service programs during a nurse's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Home and during her regularly scheduled working hours, she shall suffer no loss in regular pay. When an employee is required by the Home to attend courses outside of her

regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

- 22.02 Employees recalled from layoff and employees whose probationary period has been extended, may be provided any orientation determined necessary by the Employer. A request by such an employee for orientation shall not be unreasonably denied.
- 22.03 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to employees shall be in accordance with guidelines established by the College of Nurses and any approved Home policy related thereto.

### **ARTICLE 23 - JOB SHARING**

The following conditions apply to Job Sharing:

- 23.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- 23.02 Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Director of Nursing.
- 23.03 The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- 23.04 Each job sharer may exchange shifts with her partner, as with other employees as provided by the Collective Agreement.
- 23.05 (a) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- (b) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.
- 23.06 Coverage:
- (a) It is expected that both job sharers will cover each other's incidental illnesses.
- If, because of unavoidable circumstances, one cannot cover the other, the Director of Nursing must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) Vacation, Maternity Leave, and other leaves pursuant to Article 11:
- In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the

Director of Nursing, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

23.07 Implementation

- (a) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (b) Any incumbent full-time employee wishing to share her position, may do so without having her half of the position posted. The other half (½) of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

23.08 If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she is qualified. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

23.09 Should a full-time employee enter into a job sharing agreement, it is understood and agreed she will revert to part-time.

23.10 Discontinuation

Either party may discontinue the job-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.

**ARTICLE 24 – VIOLENCE IN THE WORKPLACE**

- 24.01
- (a) The Employer agrees to take all reasonable measures to protect employees in the workplace. Any employee who believes the situation to be abusive shall complete an incident report and report the abuse to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.
  - (b) The parties agree that if incidents involving aggressive patient action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.
  - (c) The Employer shall notify the Union within seven (7) days of any employees who have been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association in writing as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

- (d) When an employee, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, glasses, contact lenses or other prosthesis), the Employer shall provide for replacement or repair at no cost to the employee. The employee shall note any loss or damages on the incident report.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

## **ARTICLE 25 – DURATION**

25.01 This Agreement shall be in effect from April 1, 2018 to March 31, 2020, and shall remain in effect from year-to-year thereafter unless either party gives the party written notice of termination or desire to amend the agreement.

25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

**SIGNING PAGE**

DATED AT Manitoulin Island, ONTARIO THIS 26<sup>th</sup> DAY OF August, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Tamara Beam"

"Jennie Critchley-Pineo"  
Labour Relations Officer

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"Kristy Johnston"

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"Lesly Spry"

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**APPENDIX A – SALARIES**

<b>Step</b>	<b>Effective April 1, 2018</b>	<b>Effective April 1, 2019</b>
Start	32.66	33.23
1 Year	32.81	33.39
2 Years	33.36	33.94
3 Years	35.00	35.62
4 Years	36.66	37.30
5 Years	38.72	39.40
6 Years	40.80	41.52
7 Years	42.89	43.64
8 Years	45.94	46.75
25 Years	46.76	47.57

**Percentage In Lieu**

A part-time employee shall receive thirteen percent (13%) of her straight time hourly rate of pay for all straight time hours paid, which premium is in lieu of holiday pay, pension, and all fringe benefits which are paid to full-time employees, including Holiday Pay under Article 12, Benefits under Article 18, Sick Leave Benefits under Article 14, and Pension under Article 19.

It is understood and agreed that pension is included within the percentage of lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may enroll in O.M.E.R.S. according to its terms and conditions.

For part-time employees who are members of the Pension Plan, the percentage in lieu of holiday pay and all fringe benefits is reduced to nine percent (9%).

Part-time employees are not entitled to pay for holidays which is deemed to be included in the percentage in lieu payment.

Part-time employees who work on any of the twelve (12) holidays shall receive time and one-half (1½) times pay for all hours worked on a holiday.

**APPENDIX B – LIST OF PROFESSIONAL RESPONSIBILITY CHAIRPERSONS**

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

**LETTER OF UNDERSTANDING**

Between:

**MANITOULIN CENTENNIAL MANOR HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

And:

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

**Re: Education Reimbursement**

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Effective date of award employees shall be entitled reimbursement for employment course costs relating to: psycho-geriatrics, tube feeding, dialysis, assessment/documentation, dealing with difficult residents/families, supervisory skills, palliative care, I.V. therapy and infection control, to July 1, 2001 on presentation of receipt(s) for payment to the Administrator or designate as follows:

Full-time employees*	Up to \$100.00
Part-time employees*	Up to \$50.00

\* on staff as of April 2, 2001

Any monies not claimed shall go into a pool and the Employer shall post a notice by *July 15, 2001* advising employees of the existence and size of the pool and their right to make further claims on top of the above limits. The Employer shall approved any claims for reimbursement of such employment related course costs up to *November 30, 2001* on a first come first serve basis until the pool is exhausted.

Such payments shall be tax free if allowed by law.

An employee who wishes to attend a non-mandatory in-service in the Home, which occurs outside her scheduled hours, relating to the above-mentioned subjects, may claim straight time wages for such in-service from the funds noted in this provision.

The list of eligible education programs may be added to at the discretion of the Employer.

DATED AT Manitoulin Island, ONTARIO THIS 26<sup>th</sup> DAY OF August, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Tamara Beam"

"Jennie Critchley-Pineo"

Labour Relations Officer

"Kristy Johnston"

"Lesly Spry"

**LETTER OF UNDERSTANDING**

Between:

**MANITOULIN CENTENNIAL MANOR HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: RN Staffing**

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The parties will continue to work together to achieve the highest standard of care at the Home The Employer shall comply with the staffing provisions of the service agreement between the Ministry of Health and Long Term Care and Manitoulin Centennial Manor.

The Employer agrees that there will be at least one (1) bargaining unit Extended Tour twenty-four (24) hours per day.

In the event that it is necessary to schedule normal tours to implement increased staffing, the Employer shall schedule as many Extended Tours as possible.

The Employer will discuss changes to the current staffing pattern with the Union prior to implementing such change.

DATED AT Manitoulin Island, ONTARIO THIS 26<sup>th</sup> DAY OF August, 2019.

FOR THE EMPLOYER

FOR THE UNION

"Tamara Beam"

"Jennie Critchley-Pineo"  
Labour Relations Officer

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"Kristy Johnston"

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"Lesly Spry"

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