

COLLECTIVE AGREEMENT

Between:

ONTARIO FINNISH RESTHOME ASSOCIATION
(Hereinafter referred to as the “Employer”)

And:

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

Expiry Date: March 31, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – SCOPE & DEFINITIONS.....	1
ARTICLE 3 – MANAGEMENT RIGHTS	3
ARTICLE 4 – RELATIONSHIP	4
ARTICLE 5 – NO STRIKES OR LOCKOUTS.....	7
ARTICLE 6 – UNION SECURITY.....	7
ARTICLE 7 – REPRESENTATION AND COMMITTEES	8
ARTICLE 8 – GRIEVANCE PROCEDURE	13
ARTICLE 9 – PROFESSIONAL RESPONSIBILITY	18
ARTICLE 10 – PROFESSIONAL DEVELOPMENT.....	20
ARTICLE 11 – SENIORITY.....	24
ARTICLE 12 – LEAVE OF ABSENCES	30
ARTICLE 13 – SICK LEAVE AND LONG-TERM DISABILITY.....	38
ARTICLE 14 – HOURS OF WORK	39
ARTICLE 15 – PREMIUM PAYMENT	44
ARTICLE 16 – PAID HOLIDAYS.....	46
ARTICLE 17 – VACATIONS	48
ARTICLE 18 – HEALTH AND WELFARE BENEFITS	51
ARTICLE 19 - MISCELLANEOUS.....	54
ARTICLE 20 – COMPENSATION	56
ARTICLE 21 – DURATION	59
ARTICLE 22 – APPENDICES	60
SIGNING PAGE.....	61
APPENDIX 1 – O.N.A. GRIEVANCE FORM.....	62
APPENDIX 2 - LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE – CHAIRPERSONS	63
APPENDIX 3 - ONTARIO NURSES’ ASSOCIATION (ONA) LONG-TERM CARE	64
(LTC) PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM	64
LETTER OF UNDERSTANDING	69
Re: Supernumerary Positions	69
LETTER OF UNDERSTANDING	71
Re: Supernumerary Positions Internationally Educated Nurses (IENS).....	71

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 The Employer undertakes that it will not enter into any other agreement or contract with those nurses for whom the Union has any bargaining rights either individually or collectively which will conflict with any provisions of this Agreement.
- 1.03 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – SCOPE & DEFINITIONS

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Ontario Finnish Resthome Association, Sault Ste. Marie, save and except the position of Assistant Director of Care and persons above the rank of Assistant Director of Care.
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and *the Nursing Act*. A Registered Nurse is required to present to the Director of Care by the date established by the College of Nurses of Ontario and the Employer's Policy, their current certificate of competence.
- 2.03 A full-time employee is an employee who is regularly scheduled to work 75 hours on a bi-weekly basis.
- 2.04 A regular part-time employee is an employee who regularly works less than the normal full-time hours referred to in Article 2.03 and who offers to make a commitment to be available for work on a regular predetermined basis.
- 2.05 A casual part-time employee is an employee who is offered work on a call in basis, but who does not work a regular schedule. A casual nurse may be placed on the schedule for brief periods of time with their agreement in the event the shifts which they are filling in are known in advance. A casual employee has the option of refusing work when it is made available to them.
- 2.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-

versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

2.07 Work of the Bargaining Unit

- (a) Persons not in the bargaining unit shall not perform work normally performed by members of this bargaining unit except:
 - i) for purposes of instruction,
 - ii) in the event of an emergency situation,
 - iii) when performing developmental or experimental work, or
 - iv) when employees are not available
- (b) When it is decided to not fill a position following an employee's resignation, the Employer will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

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

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

2.09 Minimum Staffing

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

2.10 The Employer will ensure that bargaining unit registered nurses work sufficient hours per week so that residents will receive no less than 157.5 hours of bargaining unit care per week. Bargaining unit RN hours will not be reduced as a result of this provision.

Notwithstanding the above, the Employer will ensure there is at least one (1) registered nurse who is both an employee of the Home and a member of the regular nursing of the Home on duty and present in the Home at all times.

- 2.11 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 2.12 The terms “regular pay” and “straight time pay” when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Article 20.
- 2.13 The word “Employee” when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, layoff, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.
- 3.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

ARTICLE 4 – RELATIONSHIP

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

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

4.02 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*.

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

Further, the parties agree to respect the Employer's Cultural Home Status as per LTCHA and regulations, 2007 (Finnish Culture).

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

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

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

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

"Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known

or ought reasonably to be known to be unwelcome". Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

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

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

- 4.05 The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties agree diversity and inclusion is an appropriate discussion for Labour Management. The Labour Management Committee will discuss initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity and inclusivity for staff.

4.06 Return to Work/Modified Work

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

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

- (d) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer and the Union will meet with the affected employee and the Director of Care or alternate 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 parties, 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.

- (e) The Employer agrees to provide the Union and the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.
- (f) The Return to Work Plan will include developing and recommending strategies for:
- i) Integrating accommodated workers back into the workplace;
 - ii) Educating employees about the legal, personal, organizational aspects of disabled workers to work;
 - iii) In creating a return to work plan, the Employer and the Union will examine the disabled employee abilities and accommodation needs to determine if the employee can return to their:
 - A) Original position;
 - B) Original position with modifications to the work area and/or equipment and/or the work arrangement; or,
 - C) Alternate positions outside the original position.
- (g) An employee in need of permanent accommodation may be temporarily accommodated.

4.07 Whistle Blowing Protection

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

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

4.09 WSIB Surcharge Rebate Information

Within a week of receipt of the information, the employer shall provide the

JHSC with any and all information about surcharges and/or rebates from WSIB under their NEER program.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

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

ARTICLE 6 – UNION SECURITY

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

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

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

- 6.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name, employee

number) from whom deductions were made, their telephone number, their work site (if the bargaining unit covers more than one site), and the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. The list shall also include name changes, deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Employer shall provide the information provided in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit, cheque date and number as well as payroll contact information.

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

6.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours, for a period not to exceed 15 minutes, to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse.

NOTE: The Employer will provide each nurse with a T-4 Supplementary Slip or its equivalent, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 7 – REPRESENTATION AND COMMITTEES

7.01 Meetings

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

7.02 Union Representatives & Grievance Committee

- (a) The Employer agrees to recognize 1 (one) Union representatives and 1 (one) alternate to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of 1 (one) employees, one of whom shall be chair.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities

to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder. The Employer agrees to pay a grievor for all time spent at grievance meetings at their regular hourly rate.

7.03 Union-Management Committee

- (a) There shall be a Union-Management Committee comprised of 2 (two) representatives of the Employer, one of whom shall be the Director of Care or designate and 2 (two) representatives of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under the Professional Responsibility provisions. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

As part of the above Committee's agenda, the parties agree to discuss matters relating to orientation, training and opportunities for career development.

A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (c) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
- (d) Where a Committee representative designated by the Union attends Committee meetings outside of their regularly scheduled hours, they will be paid for all time spent in attendance at such meetings at their

regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

7.04 Negotiating Committee

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

7.05 Occupational Health & Safety

(b) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- ii) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- iii) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- iv) Meetings shall be held quarterly or more frequently at the call of the co-Chairs, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Copies shall be sent to the Committee members within a reasonable period of time following the meeting. The Joint Health and Safety Committee will determine the appropriate mechanism to communicate the minutes of the proceedings of the Committee to the organization.
- v) Any representative appointed or selected in accordance with (e) (i) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

“A member of a committee is entitled to,

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

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

- vi) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- vii) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.
- viii) Where the Employer identifies high risk areas in the workplace where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.

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

- ix) 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:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick and other sharps Injury Prevention
- Nurses who regularly work alone or who are isolated in the workplace
- Wellness initiatives

7.06 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.12.
- (b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, measures and procedures shall be communicated to all employees and all employees will receive training and education on them.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. (Surge Learning/Responsive Behaviours). This training will also be done during a new employee's orientation and updated as required.
- (e) The Employer will inform the Union within three (3) days of any employee covered by this agreement who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.

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

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

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

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

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

- 7.10 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with Human Resources. Such representatives shall have access to the premises only with the approval of Human Resources which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

- 7.11 Where an employee makes prior arrangements for time off from a tour of duty, the employee shall not be scheduled to work another tour that day, however, if the need arises and the nurse is agreeable, they be offered an additional tour.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible with respect to any matter arising out of the interpretation, application, administration or alleged violation of this Agreement. The employee or Union shall first discuss any individual complaint informally with the Director or Care or designate at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if they so desire may be accompanied by or represented by their union representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or union representative will bring it to the attention of the immediate supervisor to settle such differences within ten (10) calendar days of the occurrence.

Step No. 1

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

Step No. 2

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

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

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

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

8.07 Group Grievance

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

8.08 Discharge Grievance

The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith,
- (b) exercising a right under this Agreement.

The Employer agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release when requested by the Union.

A claim by a probationary nurse that they have been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Employer at Step 2 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed their probationary period, without just cause.

A claim by a nurse who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Employer at Step No. 2 within nine (9) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

- (a) confirming the Employer's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

- 8.09
- (a) If an employee is to be reprimanded or disciplined, they may have an employee representative present if they so request.
 - (b) If an employee is to be suspended or discharged, the Employer shall notify them of this right prior to the outset of the meeting.
 - (c) The employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the

employee representative will endeavour to provide an alternate representative.

8.10 Policy Grievance – Union Grievance

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

8.11 Policy Grievance – Employer Grievance

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

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

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

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

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

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

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY

9.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;

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

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

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

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing (using the form at Appendix 3) to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Care and/or the CEO.
- iv) Any settlement arrived at under 9.01 (a) i) – iii) shall be signed by the parties.
- v) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from

the panel of independent registered nurses shall act as Chairperson.

- vi) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b) i) The parties shall meet to develop a list of Independent Assessment Committee Chairpersons. During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of chairs of the Professional Responsibility Assessment Committees.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.
- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

9.02 Electronic Professional Responsibility Workload Report FORMS

- (a) The parties agree to use the electronic version of the Professional Responsibility Workload Report Form (PRWRF) at Appendix 3.
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 9 of the Agreement.
- (c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.
- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The union undertakes to get a copy of the electronic version signed by the employee(s).

- 9.03 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 20.03. For clarity, supervision does not include the completing performance developments.
- (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the Employer hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on their practice.

9.04 CMI/RAI MDS Report

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

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

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

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

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

- 10.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 10.02 A newly employed employee shall not be placed in charge, until they have been fully oriented to the Home.
- 10.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:

- (a) They are to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
- (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
- (c) They will be an additional employee to the usual staffing pattern.
- (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (e) The employee may request up to five (5) additional days of paid orientation. When making their request, the employee will specify their learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.
- (f) Notwithstanding the above, orientation/familiarization when an employee is transferred to a new unit/shift will be provided if the Employer deems necessary.
- (g) The Employer may, at its discretion, provide orientation in other circumstances.

10.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home.

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

- 10.05
- (a) When an employee is required by the Employer to prepare for in service or to attend meetings, or other work related functions outside their regularly scheduled working hours, and the employee does attend same, they shall be paid at straight-time hourly rates for all time spent on such attendance or at the employee's option, they shall receive equivalent time off.
 - (b) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during their regularly scheduled working hours the employee shall suffer no loss of regular pay.

When an employee is required by the Employer to complete an e-learning programme outside their regularly scheduled working hours, they shall be paid at straight time hourly rates for all time spent completing such learning or at the employee's option, they shall receive equivalent time off.

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

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

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

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

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

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

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

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

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

10.11 (a) Student Supervision

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

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

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

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

Notwithstanding Article 10.13, upon review of the file, should the employee believe that any counselling letter is no longer applicable, they may request that such documentation be removed. This request is subject to the approval of the Director of Care or alternate which will not be unreasonably denied.

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

10.13 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.

10.14 A nurse shall be entitled to an unpaid leave of absence from their 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.

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

ARTICLE 11 – SENIORITY

- 11.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service since the date of last hire, subject to Article 11.03, 11.05, and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid since the date of last hire, equals one year of seniority and service subject to Article 11.03, 11.06 and any other related provision of the Collective Agreement.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
- i) four hundred fifty (450) hours worked for full-time, and part-time.
 - ii) three hundred sixty (360) hours worked for casual part-time employees.
 - iii) With the written consent of the Employer, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) hours (450 hours) worked and where requested, the Employer will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.
 - iv) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

11.02 Seniority list

A seniority list of employees covered by this collective agreement shall be posted on the ONA bulletin board in March and September of each year. Two (2) copies of such list shall be provided to the Bargaining Unit President. For full-time employees, seniority on such lists will be expressed

in terms of a date. For part-time employees, seniority on such lists will be expressed in terms of total hours paid.

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

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

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) in accordance with the *Employment Standards Act* when on pregnancy/ parental leave, family medical leave or emergency leave.

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

11.04 Deemed Termination

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

- (a) resign;
- (b) are discharged and not reinstated;
- (c) are absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) are laid off for more than thirty-six (36) calendar months;
- (e) retire;
- (f) are in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;

- (g) when on illness absence not paid by the employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (h) fail upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify their intention to return within seven (7) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after they have received the notice of recall or such further period of time as may be agreed by the parties.

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

11.05 Effect of Absence (Full-time)

If an employee's absence without pay from the Home including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the employee will become responsible for full payment of any subsidized employee benefits in which they are entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, an employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits to a maximum period of seventeen (17) weeks. The Employer agrees that benefits shall be reinstated where the employee returns to work beyond the seventeen (17) weeks.

Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

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

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

11.06 Effect of Absence (Part-time)

Seniority for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or

injury that exceeds thirty (30) consecutive calendar days.

11.07

Job Posting

- (a) Where a vacancy which is not covered by Article 11.08 (a) occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) calendar days. Employees may make written application to their Director of Care or designate for such vacancy within the posting period. Applicants will be considered in accordance with Article 11.09. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) Where an employee will be absent on vacation, they may indicate in writing to their Director of Care or designate their interest in any posting that may occur during their absence. This written indication will be treated as an application for the posting.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

11.08

- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain their part-time status.
- (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.

- (d) The employee shall have the right to return to their former position upon return of the employee whose position they are filling.

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

- (a) skill, ability, experience and qualifications;
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern providing the successful applicant is qualified to perform the available work within an appropriate familiarization period. Seniority will be determined as of the date the job was posted.

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

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

11.12 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

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

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

11.13 Notice to Union of Long Term Layoff

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

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

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

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

11.15 No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

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

11.17 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of fifteen hundred (1500) paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

11.18 Transfer outside of the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than three (3) months, or is seconded to teach for an academic year shall not suffer any loss of seniority, service or benefits.

An employee who is transferred temporarily to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, their seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited

with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

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

An employee must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again they will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that an employee is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year or a permanent position outside of the bargaining unit, they 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 their return to the bargaining unit.
- (c) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 11.19 and/or 20.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) An employee who accepts a transfer under Article 11.19 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 12 – LEAVE OF ABSENCES

12.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Administrator or designate. Such requests are to be given as far in advance as possible except in cases of emergency 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 but cannot be utilized for purposes of employment with another employer.

12.02 (a) Leave for Union Business

The Employer will endeavour to grant leaves of absence, without pay, to employees selected by the Union to attend the Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any employee elected to the

position of Local Co-ordinator. The number of nurses granted leave in accordance with this clause will be limited to a total of one (1). As much advance notice as possible but not less than four (4) weeks' notice in writing will be given. The aggregate total of such leave will not exceed thirty-five (35) working days in a calendar year. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the daily rate of the full-time employee and employee benefits or in the amount of the full cost of such salary and percentage in lieu of fringe benefits of a part-time employee. The Employer will bill the Union within a reasonable period of time. Part-time employees will receive service and seniority credit for all leaves granted under this Article.

(b) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g. 3,000 hour of part-time RN service), 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 from 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 their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

12.03 Leave, Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as they may require to fulfill the duties of the position. Reasonable notice – sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service for an employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 12.02 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and all applicable benefits.

12.04 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted, to such employee elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority for an employee during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and all applicable benefit premiums. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return.

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

12.05 Bereavement Leave

An employee who notifies the Employer as soon as possible following a bereavement shall be granted a maximum of five (5) calendar days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral, or a memorial service (or equivalent) or on the date of the loss of a member of their immediate family including spouse, parent or child. Four (4) consecutive calendar days off as above for brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, legal guardian or step parent. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. Where an employee does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

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

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

An employee will not be eligible to receive payment for any period in which they are receiving any other payments such as WSIB or sick pay.

12.06 Jury & Witness Duty

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

In addition, where a full-time employee or regular part-time employee is selected for jury duty for a period in excess of one (1) week, they shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Employer. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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

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

12.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of

the *Employment Standards Act*, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to eighteen (18) months' duration, inclusive of any parental leave.

- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period. The Employer will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant woman or the performance or non-performance of their work is materially affected by the pregnancy.
- (f) An employee who is on pregnancy leave as provided under this Agreement who has completed six (6) months of continuous service and applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* or provincial benefits under a provincial plan shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of their regular weekly earnings (which for part-time employees shall include in lieu payments) and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's initial confirmation of Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their 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 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.

12.08 Parental Leave

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

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

- (e) An employee who has completed six (6) months of continuous service and is on parental leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit.

That benefit will be equivalent to the difference between seventy-five (75%) percent of the employee's regular weekly earnings (which for part-time employees shall include in lieu payments) and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's initial confirmation of Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their 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 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.

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

12.09 Education Leave

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

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Director of Care or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without pay from their regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination.

The nurse agrees to notify the Director of Care of the date of the examination as soon as possible after they have become aware of the date of the exam.

- (c) Leave of absence without pay for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the nurse to the Director of Care or designate.

- (d) Professional and Education Leaves

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

- 12.10 Professional leave without pay will be granted to full-time and regular part-time nurses who are elected or appointed to the College of Nurses or Registered Nurses Association of Ontario to attend scheduled meetings of the College of Nurses.

Regular part-time nurses who are elected to the College of Nurses or Registered Nurses Association of Ontario will be credited with seniority and service for all such unpaid hours as provided above.

- 12.11
 - (a) An unpaid Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to twenty-eight (28) weeks within a fifty-two (52) week period.
 - (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee), in which the employee is participating during the leave as long as the employee continues to pay their portion of the benefits.
 - (c) Subject to any changes in an employee's status which would have occurred had they not been on Family Medical Leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

- 12.12 Military Leave

An employee will be granted unpaid leave without loss of seniority in order

to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

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

ARTICLE 13 – SICK LEAVE AND LONG-TERM DISABILITY

- 13.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the *Workplace Safety and Insurance Act*. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of income protection noted in this provision.

Short-term Disability The Employer will assume total responsibility for providing and funding a short-term sick leave plan as follows:

- (a) After two years of continuous service, full time employees are entitled to a maximum of thirty (30) hours paid at 75% of the Employee's regular wage.
- (b) Once sick days in 13.01 (a) are exhausted, and the employee is still unable to work due to injury or illness Short-Term Disability applies at 66.7% of salary to a maximum of \$700/week. Waiting period: 1 day for accidental injury, 4 days for illness, no waiting period for hospitalization. Maximum benefit period is 17 weeks.
- (c) Long-term Disability The Employer will pay 100% of the billed premium towards coverage of eligible employees under the long-term disability Plan.

The Long-Term Disability plan will provide 66.7% of salary for full-time employees to a maximum of \$4000/month with a 119 day waiting period up to the age of sixty-five (65) as per the existing Canada Life Plan.

- 13.02 Where the Employee is required to submit medical documentation by the Insurance Carrier for the purpose of short term and long-term disability benefits, any cost associated with completion of such medical documentation will be the responsibility of the Employee.

- 13.03 When an employee has completed any portion of their regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the tour at their regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under

Article 16.06 if they otherwise qualify. For clarity, sick leave benefits will be paid provided the Employee has the necessary balance in their sick bank.

- 13.04 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 13.05 An employee who transfers from full-time to part-time may elect to retain their accumulated sick leave credits to be utilized during the remainder of the calendar year.
- 13.06 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.

(Article 13.07 applies to part-time employees only.)

- 13.07 Part-time employees are entitled to a prorated amount of sick time based on the previous year's hours worked up to a maximum of 15 hours at 75% of the Employee's regular wage, after two years of continuous service.

ARTICLE 14 – HOURS OF WORK

- 14.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule.
- (a) The normal daily tour shall be seven and one half (7.5) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.
 - (b) There shall be an interval of not less than:
 - Sixteen (16) hours off between tours worked; and,
 - Forty-eight (48) hours off following the night shift when changing to another shift.
 - (c) Employees shall be entitled to paid breaks during the tour on the basis of fifteen (15) minutes for each half tour.
 - (d) The regular daily tours of duty of a full-time employee shall average five (5) days per week over the 2 week pay period.
 - (e) During each bi-weekly pay period there shall be four (4) days off, of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than five

(5) consecutive days. In any event, schedules will not provide for more than six (6) consecutive days.

- (f) Employees shall receive every second weekend off.

Unless otherwise provided, the following clauses apply to all tour lengths (regular and extended):

- (g) Where an employee notifies their supervisor that they have been or will be unable to take the normal meal break due to the requirement of providing patient care, such employee shall be paid time and one half (1 1/2) their regular straight time hourly rate for all time worked in excess of their normal daily hours.
- (h) The Employer shall not enter into any agreement with employees under Section 17 (2) of the *Employment Standards Act, 2000* that conflicts with the collective agreement.
- (i) Employees will not be scheduled to rotate over more than two (2) different shifts during the week.
- (j) Employees employed on permanent shifts will not be rotated without their consent.
- (k) Requests for specific days off shall be submitted in writing to the Director of Care two (2) weeks prior to the posting of the schedule. Approval for such requests will not be unreasonably denied.

14.02

- (a) The night shift shall be the first shift of the day.
- (b) i) Work schedules shall be posted two (2) weeks in advance to cover a four (4) week period.
- ii) Schedules shall be posted as early as possible on the day of posting.
- iii) Once posted, schedules will not be changed without the employees' consent.
- (c) An employee may exchange their scheduled tours of duty with another employee provided the request is submitted one (1) week in advance electronically through ADP and is approved by the immediate Director of Care or designate concerned. Such requests shall not be unreasonably denied.
- (d) An electronic request will be used in the Home to allow employees to request time off or for unposted hours of work. Requests are to be submitted electronically through ADP at least two (2) weeks in advance of the posted schedule.

It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided under this agreement. It is also agreed that an employee's availability does not constitute a request that waives a premium under the collective agreement.

(e) Requests for any of the following days off

- Holiday lieu days,
- Overtime lieu days, and
- Single vacation days requested outside the initial vacation process

must be submitted electronically through ADP to and is subject to approval of the Director of Care or designate and will be granted based on date of request. If more than one (1) of these requests occur on the same date, seniority will govern the granting of the request, based on the date the request is submitted.

(f) Prior to altering the starting or finishing times, or prior to introducing different tours, the Bargaining Unit President shall be notified and the employees consulted for input and comments. The normal tours of duty will not be changed without the express agreement of both parties. Such agreement will not be unreasonably withheld by either party. All agreed upon variations to normal tours on any unit will be identified in a Letter of Understanding appended to this collective agreement.

(g) The weekend premium shall be paid as defined in Article 15.11.

14.03 The Employer will endeavour to schedule each employee four (4) consecutive days off at either Christmas or New Year's on an alternating basis from year to year.

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

For those employees who have been granted time off at Christmas, the Employer will provide Christmas Day and Boxing Day off. For those employees who have been granted time off at New Year's, the Employer will provide New Year's Eve Day and New Year's Day off.

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

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

At the request of the employee, the Employer will endeavour to provide the four (4) consecutive days off during the period of December 15th to January 15th to facilitate their cultural differences replacing the days off noted above.

14.04

Extended Tours

The Employer and the Union may agree to implement extended tours. The following will apply:

- (a) The vote must have sixty-six and two thirds percent (66 $\frac{2}{3}$ %) agreement of the full-time and part-time employees who work.

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

Once the trial period is complete, the Employer must have a minimum of 66 $\frac{2}{3}$ % agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

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

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

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

- (d) Hours of Work

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

ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime. The rest periods are subject to the exigencies of resident care.

iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.

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

v) Scheduled days off

The Employer will endeavour to not schedule more than three (3) consecutive tours.

The Employer will not schedule single days off for Full Time employees.

- (e) Payment for bereavement leave is based on 11.25 hours for extended tours but shall not exceed the total number of hours as per in Article 12.05.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Articles 15.10 and 15.11 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended .
- (h) Overtime premium as set out in Article 15.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 78.75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 14.02.

14.05

Part-time scheduling

- (a) All regular part-time employees shall provide availability:
 - i) for minimum of 4 shifts biweekly including one weekend, and,
 - ii) for the day shift as well as one other shift.
- (b) Regular part-time employees shall be scheduled in accordance with seniority and availability. Any additional shifts offered will be based on their availability and seniority before any casual part-time employees are utilized. Where no regular part-time employee is willing to perform the available work, casual part-time employees on the basis of seniority will then be offered such work.

- (c) Where premium (overtime) shifts become available such shifts shall be offered first to full-time employees on the basis of seniority, then regular part-time employees on the basis of seniority and then to casual part-time employees on the basis of seniority.

ARTICLE 15 – PREMIUM PAYMENT

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

If an employee is authorized to work in excess of the hours referred to in Article 14.01 (a) or (d), they shall receive overtime premium of one and one-half (1 1/2) times their regular straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of their normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 14.01 (a) or (d) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

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

If a part-time employee is authorized to work in excess of the hours referred to in Article 14.01 (a), they shall receive overtime premium of one and one-half (1 1/2) times their regular straight time hourly rate. A part-time employee (including casual employees but not including part-time employees who are filling temporary full-time vacancies) who works in excess of seventy-eight and three quarters (78.75) in a two (2) week period shall receive time and one-half (1 1/2) their regular straight time hourly rate for all hours worked in excess of seventy-eight and three quarters (78.75). Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of their normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 14.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the employee to payment of the normal tour differential provided herein.

- 15.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

- 15.03 Work scheduled by the Employer to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half (1 1/2) times the employee's regular straight time hourly rate or as otherwise provided.
- 15.04 Where an employee is required to work on a paid holiday or on an overtime tour or on a tour that is paid at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate as a result of 15.03 above and the employee is required to work additional hours following their full tour on that day (but not including hours on a subsequent regularly scheduled tour for such employee) such employee shall receive two (2) times their regular straight time hourly rate for such additional hours worked.
- 15.05 An employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at their regular straight time hourly rate provided they perform any nursing duties assigned by the Employer which they are capable of doing, if their regular duties are not available.
- 15.06 Where a full-time or regular part-time employee has completed their regularly scheduled tour and left the Home and is called in to work outside their regularly scheduled working hours, such employee shall receive time and one-half (1 1/2) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, the employee will receive time and one-half (1 1/2) their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.
- 15.07 Nurses will not be placed on standby.
- 15.08 The regular straight time hourly rate for a full-time or part-time employee will be the hourly rate in the wage schedule set forth in Article 20.01 (a).
- 15.09 Where an employee has worked and accumulated approved hours for which they are entitled to be paid premium pay (other than hours relating to working on paid holidays) such employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1 1/2) then time off shall be at time and one-half (1 1/2)). Where an employee chooses equivalent time off such time off must be taken within the fiscal year or payment in accordance with the former option shall be made.
- 15.10 A nurse shall be paid a shift premium of thirty-five cents (\$0.35) per hour for each hour worked which falls within the hours defined as an evening shift (1500-2300) and 35 cents (\$0.35) for each hour worked which falls within the hours defined as a night shift (2300-0700) provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour

differential will not form part of the nurse's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.

- 15.11 A nurse shall be paid a weekend premium of thirty-five (\$0.35) per hour per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.
- 15.12 A weekend off shall be defined as at least forty-eight (48) consecutive hours off duty between 2400 hours on Friday and 2400 hours on Sunday. An employee shall be paid time and one-half (1½) for all hours worked on a third consecutive and subsequent weekend worked until the employee receives a weekend off, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of tours with another employee.
- 15.13 It shall be the responsibility of the employee to consult posted work schedules. The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee.

ARTICLE 16 – PAID HOLIDAYS

- 16.01 An employee who otherwise qualifies under Article 16.03 hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday (1 st Monday in August)
Float Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 th)
Canada Day (July 1 st)	Boxing Day (December 26 th)

- 16.02 Accommodations of Spiritual or Cultural Observances

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

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the

Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 16.06.

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

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

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

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled unless they were scheduled to work that day.

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

16.05 Subject to Article 16.03:

Where a holiday falls on an employee's scheduled day off or during an employee's scheduled vacation, an additional day off with pay will be scheduled by mutual agreement.

16.06 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 15.04. In addition, the employee will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 14.01 (a).

NOTE: Employees on extended tours shall receive twelve (12) lieu days off to consist of seven and one-half (7.5) hours each.

16.07 Where an employee is entitled to a lieu day under Article 16.05 or 16.06 above, such day off must be taken within a period of six (6) months but no later than November 30 of each calendar year or payment shall be made in accordance with Article 16.04.

16.08 (Article 16.08 applies to part-time employees only)

If a part-time employee works on any of the holidays listed in Article 16.01 of this Agreement, they shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday.

16.09 Subject to the operational requirements of the Employer, an employee may accumulate up to five lieu days which may be taken singly, consecutively or added to their vacation with the understanding that the lieu days cannot be taken during prime time (June 15th-Sept. 15th and Dec.15th-Jan. 15th). Such leave shall not be unreasonably denied. The employee shall advise the employer of their intention to bank a lieu day.

ARTICLE 17 – VACATIONS

17.01 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows (vacation entitlement is based on services as of March 31st of the previous year):

- (a) Employees who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Employees who have completed five (5) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed ten (10) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed fifteen (15) years or more of full-time continuous service shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year they will receive vacation pay based on a percentage of their gross earnings on the following basis:
 - 3 week entitlement – 6%
 - 4 week entitlement – 8%
 - 5 week entitlement – 10%
 - 6 week entitlement – 12%
 - 7 week entitlement – 14%

17.02 Part-time: All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of their gross earnings in the preceding fiscal year, on the following basis:

3 week entitlement	– 6%
4 week entitlement	– 8%
5 week entitlement	– 10%
6 week entitlement	– 12%
7 week entitlement	– 14%

Equivalent years of service, calculated pursuant to the formula set out in Article 17.03, shall be used to determine vacation entitlement. In calculating the gross earnings for the year, vacation pay paid for the previous year will be excluded.

All part time employees shall receive vacations with pay based on length of continuous service as follows (vacation entitlement is based on services as of December 31st of the previous year):

- (a) Employees who have completed less than one (1) year of continuous service shall be entitled to vacation on the basis of 1.25 days for each completed month of service.
- (b) Employees who have completed one (1) or more years of continuous service shall be entitled to an annual vacation of three (3) weeks.
- (c) Employees who have completed five (5) or more years of continuous service shall be entitled to an annual vacation of four (4) weeks.
- (d) Employees who have completed ten (10) or more years of continuous service shall be entitled to an annual vacation of five (5) weeks.

- (e) Employees who have completed fifteen (15) or more of continuous service shall be entitled to an annual vacation of six (6) weeks.
- (f) Employees who have completed twenty-five (25) years or more of continuous service shall be entitled to an annual vacation of seven (7) weeks.

Part time employees may request vacation pay to be issued the first pay in December or can request to roll it over and have paid vacation for the following year. For the purpose of vacation pay, the part time vacation year is January to December.

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

17.04 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in an hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to a bereavement or jury and witness duty, the employee shall be entitled to bereavement leave in accordance with Article 12.05.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

17.05 A vacation request, which has been submitted by the employee and then approved by the Employer, may not be cancelled by the Employer without the consent of the employee.

- 17.06 (a) Employees shall indicate their vacation preference by February 15th of each year, and the Employer shall post the final vacation schedule by March 31st of each year. Choice of vacation period shall be based on seniority but shall be determined by the Director of Care or designate having due regard to the proper operation of the Home.
- Vacation requests made after the posting of the vacation schedule shall be determined by the Director of Care or designate having due regard to the proper operation of the Home on a first come first served basis.
- (b) Requests for vacation shall not be unreasonably and/or arbitrarily withheld.
- (c) Employees may request to have the weekend off prior to or following their vacation. The employer will endeavour to schedule such request subject to the following:
- i) Where the weekend off is granted and the employee was otherwise scheduled to work on those days, such extra days will be deemed to be vacation days;
 - ii) The employee must have such vacation entitlement available; and,
 - iii) The weekend off being requested must be contiguous with (i.e. consecutive with) the employee's original vacation.
- (e) Vacations may be taken as earned in allotment of weeks (i.e. one week equals seven (7) calendar days with the work week commencing Sunday.
- (f) Full-time and part-time employees will be granted time off in single days or multiples thereof upon request, provided the employer agrees to that request.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

(Article 18 applies to full-time employees only)

- 18.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:
- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Ontario Health Insurance Plan.

- (b) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Canada Life Plan or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Canada Life Extended Health Care Benefits Plan or comparable coverage with another carrier, with no deductible. In addition to the standard benefits, coverage will include hearing aids [maximum \$400/person every thirty-six (36) months]; vision care maximum \$300 every 24 months with ability to use coverage for laser surgery).

In addition to the above vision care shall include one eye exam per insured person every 24 months.

Extended Health Care benefits includes chiropractic, massage therapy, physiotherapist, psychologist, naturopaths, osteopaths, podiatrists, athletic therapist, registered psychotherapist or social worker (MSW), audiologist and speech therapists to a maximum of \$400/insured person annually).

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

- (d) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the employee is entitled.
- (e) Dental

The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Canada Life Plan or comparable coverage with another carrier; based on the current ODA fee schedule minus one year and provide for recall oral examination to be covered once every nine (9) months (adults only). A deductible of \$25 every policy year for each individual up to combined deductible of \$50.

Routine dental coverage will include preventative, basic, endodontics and periodontics, two (2) treatments every year for limited oral exam, limited periodontal exam, polishing and fluoride

treatment, one (1) complete oral exam every three (3) years and ten (10) units of scaling every policy year.

- (f) For purposes of health and welfare benefits under Article 18.01, dependent coverage is available to the employee, to cover their same sex partner and their dependents, in accordance with the terms and conditions of the plans.

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

Benefits Age 65 and Older

Hospital insurance, extended health care benefits and dental benefits will be extended to active full-time employees from the age of sixty-five (65) onward, on the same cost share basis as applies to those employees under the age of sixty-five (65).

- 18.02 For newly hired employees, coverage as set out in Article 18.01 shall be effective the first billing date in the month following three (3) months of continuous service from when the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed.
- 18.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. The Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 18.04 All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan - HOOPP) subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 18.05 The Employer shall continue to pay the premiums for benefit plans under Articles 18 and 13 (Sick Leave & LTD) for employees who are on paid leave of absence or on WSIB or at any time when salary is received, or as provided in Article 11.05 (effect of absence). Such payment shall also continue while an employee is on sick leave (including the Employment

Insurance Period). Employees on Long Term Disability may continue on benefit plans if they pay the employer and employee portion of the benefits to a maximum of 30-months from the time the absence commenced.

- 18.06 (a) The Employer shall provide each employee with electronic information booklets outlining all of the current provisions in the benefits plans defined in Article 18.01 to Article 18.06 inclusive and the Sick Leave/LTD Plan defined in Article 13. Upon request, the Employer will make the Plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 18.01 to Article 18.06 inclusive and the LTD Plan defined in Article 13. The Employer shall also provide the Union with an electronic copy of all current information booklets provided to the employees.

ARTICLE 19 - MISCELLANEOUS

- 19.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Employer and the local Union, as requested. The cost of printing the Collective Agreement will be shared equally by the Employer and the Union.
- 19.02 It shall be the responsibility of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to their telephone number.
- 19.03 The employee may choose their personal physician for all medical examinations.
- 19.04 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will provide copies to the Union.
- 19.05 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the

vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- (c) Employers recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in the Employer until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further understood and agreed that Article 19.03 applies in these circumstances. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

19.06 The Employer will not conduct criminal reference checks on members of the bargaining unit except as required by legislation, or Ministry Policy. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

19.07 Errors on Paycheques

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

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

19.09 The regular pay day shall be every other Friday.

19.10 Professional Liability Insurance

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

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

19.11 Internet, Office, E-Mail Access

The Employer agrees to provide:

- (a) Computer access and access to e-mail for the Bargaining Unit President if requested when available;
- (b) Use of e-mail will be in accordance with Employer policy.

19.12 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 8 (grievance procedure).
- (c) Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

ARTICLE 20 – COMPENSATION

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

follows:

Classification – Registered Nurse

	October 4, 2021	June 1, 2022	April 1, 2023	April 1, 2024
Start	\$31.22	\$33.58	\$34.08	\$34.76
1 Year	\$36.15	\$33.75	\$34.26	\$34.95
2 Years	\$39.04	\$34.30	\$34.81	\$35.51
3 Years	\$42.14	\$36.00	\$36.54	\$37.27
4 Years	\$45.54	\$37.70	\$38.27	\$39.04
5 Years		\$39.81	\$40.41	\$41.22
6 Years		\$41.96	\$42.59	\$43.44
7 Years		\$45.12	\$45.80	\$46.72
8 Years		\$47.24	\$47.95	\$48.91
25 Years		\$48.08	\$48.80	\$49.78

Other classifications:

(Articles 20.01(b) and 20.01 (c) apply to part-time employees only)

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

Applicable straight time hourly rate + fourteen percent (14%).

- (c) The hourly salary rates payable to a regular or casual part-time employee include compensation in lieu of all fringe benefits which are paid to full-time employees. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enrol in the Healthcare of Ontario Pension Plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is five percent (5%).

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 5% or 14%, as applicable, which is paid in lieu of fringe benefits and accordingly the 5% or 14%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

20.02 A nurse in the employ of the Employer who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains their

General Class Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse informs the Administrator or their designate of obtaining their General Class Certificate of Registration. The Employer will validate the nurse's status with the College of Nurses.

- 20.03 (a) Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of one (1) full tour or more, at times when the incumbent in any such classification would otherwise be working, the employee shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for such duty in addition to their regular salary. The Employer agrees that it will not make work assignments which will violate the purpose and intent of this provision.
- (b) A nurse who holds a Temporary Certificate of Registration as a Registered Nurse who obtains a General Certificate of Registration shall be placed on the level in the Registered Nurse's salary grid which represents an increase in salary retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.
- 20.04 Claim for 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. Once established consistent with this provision, credit for related experience will be retroactive to the employee's date of hire. The employee shall co-operate with the Employer by providing verification of previous experience so that their related clinical experience may be determined and evaluated during their probationary period. Having established the related clinical experience, the Employer will credit a new employee with one (1) annual service increment for each year of experience (for part-time employees, experience will be calculated pursuant to the formula set out in Article 11.18) up to the maximum of the salary grid.
- 20.05 (a) Each full-time employee will be advanced from their present level to the next level set out in the Salary Schedule, twelve (12) months after they were last advanced on their service review date. If a full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each part-time employee will be advanced from their present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 11.01.
- 20.06 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of

an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. The Employer will also provide the Union with any available information on the job posting, job profile, and salary scale of the classification. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Employer and duties and responsibilities involved.

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

20.07 Retroactivity

All amended provisions are effective the date of ratification or award, unless otherwise provided. Retroactivity, if any, will be paid within three full pay periods of the date of ratification or the award on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to retroactivity.

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

ARTICLE 21 – DURATION

21.01 This Agreement shall continue in effect from October 4, 2021 until March 31, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

- 21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

ARTICLE 22 – APPENDICES

- 22.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:
- Appendix 1: O.N.A. Grievance Form
- Appendix 2: List of Professional Responsibility Assessment Committee - Chairpersons
- Appendix 3: Ontario Nurses' Association (ONA) Long-Term Care (L TC) Professional Responsibility Workload Report Form
- Appendix 4: Letters of Understanding:
- Supernumerary Positions
 - Supernumerary Positions Internationally Educated Nurses (IENS)

SIGNING PAGE

Dated at _____, Ontario, this _____ day of _____, 2022.

FOR THE EMPLOYER:

“Paul Belair”

“Steve Murray”

“Helina McGrath”

“Paolo Bruni”

“Chris Johns”

FOR THE UNION:

“Alisha Byrnes”

Labour Relations Officer

“Paula Petainen”

“Diana Weeks”

APPENDIX 1 – O.N.A. GRIEVANCE FORM

ONA LOCAL SECTION LOCALE DE L'AIIO		EMPLOYER EMPLOYEUR	STEP ETAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE			1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF		2.	
			3.	
NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT				
SETTLEMENT REQUESTED/REGLEMENT DEMANDE				
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:			SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO	
STEP ONE PREMIERE ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		fffff	
STEP TWO DEUX- IEME ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		fff	
STEP THREE TROIS- IEME ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:		fffff	
ON-09 REV.01/2000				
DISTRIBUTION: 1. BLACK – EMPLOYER 2. BROWN – ONA 3. BLUE – LOCAL ASSOCIATION 4. GREEN – GRIEVOR DISTRIBUTION: 1. NOIR – EMPLOYEUR 2. BRUN – AIIO 3. BLEU – ASSOCIATION LOCALE 4. VERT - PLAIGNANTE				

**APPENDIX 2 - LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE –
CHAIRPERSONS**

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

**APPENDIX 3 - ONTARIO NURSES' ASSOCIATION (ONA) LONG-TERM CARE
(LTC) PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM**

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

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

SECTION 1: GENERAL INFORMATION

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

Employer: _____ Unit//Floor/Pod: _____

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

Date of Occurrence: Day | Month | Year | Time: _____ 7.5 hr. shift 11.25 hr. shift Other: _____

Is this a Specialty Unit? Yes No

Name of Supervisor/Charge Nurse: _____ Date/ Day | Month | Year
Time notified: _____

SECTION 2: DETAILS OF OCCURRENCE

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

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

SECTION 3: WORKING CONDITIONS

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

Regular Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____
Actual Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____
Agency/Registry RN: Yes No And how many? _____

Junior Staff*: Yes No And how many? RN _____ RPN _____
 PSW _____ Temp RNs _____
 RN Staff Overtime: Yes No If yes, how many staff? _____ Total Hours: _____

*as defined by your unit/floor/pod

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

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

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

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

i) Assigning:

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

ii) Communication:

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

iii) Leadership/Supervision:

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

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

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

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

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

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

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

- # of Admissions _____ # of Deaths _____ # of Transfers to Hospital _____
- Lack of/or equipment/malfunctioning equipment. Please specify:

- Visitors/Family Members Lack of resources/supplies Home in outbreak
- Communication/Process Issues Home in enhanced compliance monitoring
- Drs. Days Non-Nursing Duties. Please specify:

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

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

SECTION 5: REMEDY

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

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

SECTION 6: RECOMMENDATIONS

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

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

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

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

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

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

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

Date _____

Submitted: _____

SECTION 8: MANAGEMENT COMMENTS

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

Yes No

If yes, date: _____

Provide details:

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

SECTION 9: RESOLUTION

Is the issue resolved? Yes No

If yes, how is it resolved?

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

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

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



LETTER OF UNDERSTANDING

Between:

ONTARIO FINNISH RESTHOME ASSOCIATION
(Hereinafter referred to as the "Employer")

And:

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

Re: Supernumerary Positions

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

1. Only so many positions will be created as are covered by government funding for supernumerary positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 6 below);
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.07;
5. Such nurses will be full-time and covered by the full-time collective agreement;
6. The duration of such supernumerary appointments will be for the period of funding or such other period as the parties may agree, provided such period is not less than twelve (12) weeks;
7. Such nurses can apply for posted positions after the probationary period is completed;
8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned;

- 9. The Employer bears the onus of demonstrating that such positions are supernumerary;
- 10. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;
- 11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Employer or the Union may require that the supernumerary nurse shall be first laid off.

Dated at _____, Ontario, this _____ day of _____, 2022.

FOR THE EMPLOYER:

“Paul Belair”

“Steve Murray”

“Helina McGrath”

“Paolo Bruni”

“Chris Johns”

FOR THE UNION:

“Alisha Byrnes”
Labour Relations Officer

“Paula Petainen”

“Diana Weeks”

LETTER OF UNDERSTANDING

Between:

ONTARIO FINNISH RESTHOME ASSOCIATION
(Hereinafter referred to as the "Employer")

And:

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

Re: Supernumerary Positions Internationally Educated Nurses (IENS)

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

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

Nursing Career Orientation Initiative (NCO) nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from the date of inception to a period of time that the MOHL TC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.
2. Positions will be created on units/areas where the parties agree. Such agreement will not be unreasonably withheld;
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.07.
5. Such nurses will be full-time and covered by the full-time provisions of the collective agreement.

- 6. The duration of such supernumerary appointments will be for the period of funding or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.
- 7. Such nurses can apply for posted positions after the probationary period is completed.
- 8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned.
- 9. The Employer bears the onus of demonstrating that such positions are supernumerary.
- 10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
- 11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Employer or the Union may require that the supernumerary nurse shall be first laid off.

Dated at _____, Ontario, this _____ day of _____, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

“Paul Belair”

“Alisha Byrnes”

Labour Relations Officer

“Steve Murray”

“Paula Petainen”

“Helina McGrath”

“Diana Weeks”

“Paolo Bruni”

“Chris Johns”
