

**COLLECTIVE AGREEMENT**

**BETWEEN**

**RÉSIDENCE SAINT-LOUIS  
(the Employer)**

**AND**

**ONTARIO NURSES' ASSOCIATION  
(the Union)**

**Expiry: March 31, 2021**

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## **ARTICLE 1 - PURPOSE**

### 1.01 **PREAMBLE**

It is recognized that the Residence and the employees wish to work together to secure the best possible nursing care and health protection for residents, and that the general purpose of this Agreement is to establish and maintain collective bargaining relations between the Residence and the employees covered by this Agreement, to provide for on-going means of communication between the Union and the Residence and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory conditions of employment in accordance with the provisions of this Agreement.

It is recognized that nurses wish to work together with the Residence to secure the best possible nursing care and health protection for patients. Appropriate committees have been created under this Agreement to work towards this objective.

### 1.02 **RECOGNITION**

The Employer recognizes the Ontario Nurses' Association as the bargaining agent for all Registered Nurses and Nurses with temporary Certificate of Registration employed in a nursing capacity at Résidence Saint-Louis in the City of Ottawa, save and except the Director of Care and persons above the rank of Director of Care as specified by the accreditation certificate number 1283-08-R of the Ontario Labour Relations Board.

### 1.03 **RECIPROCITY**

In interpreting this Agreement, the feminine pronoun includes the masculine pronoun and vice-versa. The singular may also be deemed to mean the plural and vice-versa.

No agreement between an employee and the Residence that pertains to any terms or conditions of employment that contravene the collective agreement shall be deemed valid without the written approval of a duly appointed Union representative.

### 1.04 **MANAGEMENT RIGHTS**

The Union recognizes that the Employer has, and retains, exclusive authority for the administration of the Residence and management of labour, subject to the provisions of this Agreement. The Union further recognizes that the Residence has the exclusive right to:

- 1) Maintain order, discipline and efficiency in the services provided to residents;
- 2) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that, under Article 7, the complaint from the nurse who has been discharged or disciplined without just cause, may become the subject of a grievance in accordance with the provisions set out herein;

- 3) Determine the working hours, division of labour and work methods required in the workplace for ensuring the smooth running of the Residence;
- 4) Determine the number of employees required, the services to be performed, the methods, procedures and equipment required for ensuring the best service standards;
- 5) Make, enforce and alter, from time to time, reasonable rules, policies and procedures to be observed by employees, it being understood that they are not inconsistent with the provisions of this Agreement. The Residence shall inform the Union of any changes made to the regulations, policies and procedures.

## **ARTICLE 2 - DEFINITIONS & GRADUATE NURSES**

2.01 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*.

NOTE: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, she or he shall be treated in a manner consistent with this Article.

2.02 A nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse, she or he may be placed on an unpaid leave of absence, otherwise she or he will be terminated from the employ of the Residence. Such termination shall not be the subject of a grievance or arbitration.

NOTE: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the *Regulated Health Professions Act*, she or he shall be treated in a manner consistent with this Article.

2.03 A full-time nurse is a nurse who is regularly scheduled to work the normal full-time hours, being seventy-five (75) hours per pay period of two (2) weeks.

2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours, being seventy-five (75) hours per pay period and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time nurses shall be considered casual nurses.

The Residence shall not refuse to accept an offer from a nurse to make a commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual nurses so as to restrict the number of regular part-time nurses.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- 3.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, marital status, sex, nationality, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to the employment relationship with respect to employment, placement, promotion, salary determination or other terms of employment.
- 3.03 The Union and the Employer agree to abide by the Ontario Human Rights Code.
- 3.04 An employee who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 7 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.
- 3.05 The Residence and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 3.06 Whistle Blowing Protection
- Provided a nurse has followed reasonable policies or procedures issued by the Residence concerned to protect the Residence's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.
- 3.07 The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.
- 3.08 In dealing with physician conduct, the Residence may incorporate recommendations from the draft (or final) report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour Initiative.
- 3.09 The Residence and the Union agree that a safe workplace, free of violence, discrimination and harassment, is a fundamental principle of a healthy workplace.
- It is further understood that each individual has the right to be treated with respect and dignity and has the further right to work in a healthy, safe work environment that is free of discrimination, harassment as well as violence and aggression.

### **ARTICLE 4 - NO STRIKE, NO LOCKOUT**

- 4.01 The Union agrees there shall be no strikes and the Residence agrees there shall be no lockouts so long as this Agreement continues to operate. The terms

"strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

## **ARTICLE 5 - UNION SECURITY**

5.01 The Residence 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 Residence, then, as soon as the error is called to its attention by the union, The Residence shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Residence shall make the deduction in the manner prescribed by the union.

5.02 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.

5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Residence of any changes therein and such notification shall be the Residence's conclusive authority to make the deduction specified. In the case of any local dues levies, notification will be made by the local treasurer and such notification shall be the Residence's conclusive authority to make the deduction specified.

5.04 In consideration of the deducting and forwarding of Union dues by the Residence, the Union agrees to indemnify and save harmless the Residence against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The amounts so deducted shall be remitted monthly to the Vice-President, 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 Residence shall provide a list of nurses from whom deductions were made, the nurses' social insurance numbers, amount of dues deducted and, where feasible, the Residence shall also provide the job classification, and status of the nurses. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence. A copy of this list will be sent concurrently to the local Union.

The Employer shall provide the information in an electronic format.

5.06 The Residence agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance as determined by negotiation and may be arranged collectively or individually by the Residence.

NOTE: At least every six months, the Residence must provide the Union with a list of active members of the bargaining unit. That list shall include the contact information entered in the employer's records.

Additionally, the Residence will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Residence's payroll system.

## **ARTICLE 6 – REPRESENTATION AND COMMITTEES**

### **6.01 Nurse Representatives & Grievance Committee**

It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Residence 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 within the Residence in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the Director of Care, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Residence agrees to pay for all time spent during their regular hours by such representatives hereunder. The Residence agrees to pay a grievor for all time spent during his or her regular hours at Step 1 and Step 2 grievance meetings.

### **6.02 Negotiating Committee**

- (a) The Union will appoint two (2) employees to sit on a Negotiating Committee. The Association will advise the Residence of the names of such committee members and the effective date of appointment. The Association will advise the Residence, in writing, at least thirty (30) days in advance, of any changes in the committee members.
- (b) The Residence agrees to pay members of the Negotiating Committee for time spent during their regular working hours in negotiations up to but not including Arbitration to a maximum of 7.5 hours per day paid at straight time hourly rates.
- (c) The purpose of this committee shall be to negotiate the renewal of the collective agreement. Nurses on the Negotiating Committee shall have their schedule arranged on the evening or night shift of the actual negotiating day if scheduled to work these shifts.

### **6.03 Labour Relations and Grievance Committee**

A Labour Relations and Grievance Committee shall be established and consist of one (1) Union representative, one (1) regional Union representative and two (2) representatives of the Residence. The representatives shall suffer no loss of pay

while attending meetings of the Labour Relations and Grievance Committee during their regularly scheduled hours of work. The committee shall meet as mutually agreed.

Where possible, agenda items will be exchanged in writing at least five (5) calendar days in advance. In addition, any training issue may be discussed during the Labour Relations and Grievance Committee meetings.

6.04 Joint Occupational Health and Safety Committee

Recognizing its responsibilities under the Occupational Health and Safety Act, the Residence agrees to accept as a member of its Joint Occupational Health and Safety Committee one (1) Association member.

Infectious Diseases

The Residence and the Union desire to stop the spread of infectious diseases in the Residence.

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

6.05 Incidents Involving Aggressive Client

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

**ARTICLE 7 – GRIEVANCE PROCEDURE**

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

7.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Residence shall notify the nurse of this right in advance. The Residence also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.

The Residence agrees that where a nurse is required to attend a meeting with the Residence that may lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting.



7.03 It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his Director of Care the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his Director of Care within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance, through the Union, signed by the nurse, to the Chief Nursing Officer or designate. The grievance shall be on a form referred to in Article 7.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Director of Care will deliver her or his decision in writing within nine (9) calendar days following the day on which the grievance was presented to her or him. Failing settlement, then:

Step No. 2

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

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

7.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Director of Care within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(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.

- 7.06 (a) An employee may be discharged only for just cause. The Residence agrees to provide the nurse in question with its written reasons within seven (7) calendar days following her discharge or suspension and further agrees to not unreasonably suspend, discharge or take disciplinary action against a nurse who has completed her probation period.

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Union with the Residence at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (i) Confirming the Residence's action in dismissing the nurse; or
  - (ii) Reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
  - (iii) By any other arrangement which may be deemed just and equitable.
- (b) 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:
- (i) reasons which are arbitrary, discriminatory or in bad faith;
  - (ii) exercising a right under this Agreement.

A claim by a probationary nurse that she or he has 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 Union with the Residence at Step 2 within seven (7) calendar days after the date the release is effective. Such grievance shall be treated as a special grievance as set out above.

- 7.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a

mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Residence and the representatives of the Union will be final and binding upon the Residence and the Union and the nurses.

7.09 Union grievances shall be on an appropriate form. An electronic version of the form is acceptable.

7.10 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. Where the grievance concerns:

- (a) Selection decisions on job vacancies
- (b) Premiums
- (c) Scheduling issues
- (d) Article 20 – Compensation issues
- (e) Entitlement to leaves, including vacation
- (f) Discipline up to, but not including discharge
- (g) Short term layoffs
- (h) Dues issues
- (i) Any other issues agreed by the parties,

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 7.11. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 7.11 For all other grievances, including those grievances dealing with nursing practice issues and those agreed to be central rights issues, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 7.10. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a chair of the arbitration board. If they are unable to agree upon such a chair within a period of fourteen (14) calendar days they shall then request the Minister of Labour for the Province of Ontario to appoint a chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 7.13, once appointed, the Board of Arbitration shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 7.12 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 7.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.
- 7.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*.

## **ARTICLE 8 – PROFESSIONAL RESPONSIBILITY**

8.01 The parties agree that client care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as outlined below.

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

- i) at the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources;
- ii) if necessary, using established lines of communication, seek immediate assistance from an individual identified by the Residence (who could be within the bargaining unit) who has responsibility for timely resolution of work load issues
- iii) failing resolution of the workload issue at the time of occurrence, discuss the issue with his or her Director of Care on the next day that the Director of Care and the nurse are both working.

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

## **ARTICLE 9 – ORIENTATION AND PROFESSIONAL DEVELOPMENT**

9.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed from time to time.

9.02 A newly employed employee shall not be placed in charge, until she has been fully oriented to the Residence.

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

- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
- (b) The period of orientation/familiarization shall not be more than five (5) days or such greater period that the Employer deems necessary.
- (c) She shall be an additional employee to the usual staffing pattern.
- (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.

- 9.04 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 programs related to the requirements of the Residence. Programs will be publicized and related material will be made readily accessible to staff in a timely manner.
- 9.05 When an employee is required by the Employer or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay.
- All hours paid to part-time nurses in accordance with the above and who attend such courses entitle her to seniority credits and years-of-service credits.
- 9.06 The Employer may, at its discretion, provide orientation in other circumstances.
- 9.07 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.
- 9.08 The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.
- 9.09 The Residence undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Residence has decided to introduce which will significantly change the nurse's status within the bargaining unit.
- The Residence agrees to discuss with the Union the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- Nurses who could be subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11 will apply.
- 9.10 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Residence agrees that necessary training will be provided at no cost to the nurses involved.
- 9.11 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Residence against the nurse.
- Each nurse shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor. A copy of the evaluation will be provided to the nurse at her or his request. A request by a

nurse for a copy of other documents in her or his file will not be unreasonably denied.

Notwithstanding Article 10.01, upon review of the file, should the nurse believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

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

- 9.12 A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of the leave will include a scheduled night shift that extends into the day of the examination and any scheduled shift commencing on the day of the examination.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

- 9.13 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 9.11.

## **ARTICLE 10 – DISCIPLINARY MEASURES**

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

## **ARTICLE 11 – SENIORITY**

- 11.01 Probationary Period

- (a) Newly hired nurses shall be considered to be on probation for a period of seventy (70) hours worked from date of last hire (525 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time nurse shall be

credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the seventy (70) tours (525 hours) worked. Such probationary period may be extended. If the Residence requests an extension of the probationary period, it will provide notice to the Union seven (7) days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Residence will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

- (b) The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse.

#### 11.02 Seniority List

A seniority list shall be established for all nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all probationary nurses shall be included in the seniority list. A copy of the seniority list will be posted by May 15<sup>th</sup> and November 15<sup>th</sup> of each calendar year on designated bulletin boards with a copy forwarded to the bargaining unit president. For full-time nurses, seniority on such lists will be expressed in terms of a date. For part-time nurses and after that casual nurses, seniority on such lists will be expressed in terms of total hours worked. All lists will include the nurses' date of hire.

#### 11.03 Retention / Transfer of Service and Seniority

A nurse's full seniority and service shall be retained by the nurse in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice-versa. A nurse whose status is changed from full-time to part-time shall receive credit for her or his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

#### 11.04 Effect of Absence (Full-time)

If a nurse's absence without pay from the Residence including absences under Article 12, (Leaves of Absence), exceeds thirty (30) continuous calendar days the nurse 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 nurse will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Residence to prepay the full premium of any applicable benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage. In circumstances where a full-time



nurse is on an unpaid leave of absence in excess of thirty (30) calendar days and voluntarily works occasional tour(s) during the leave period, the nurse shall be deemed to have continued on unpaid leave.

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

Notwithstanding this provision, seniority and service will accrue and the Residence will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 12.05 and for a period of up to sixty-one (61) weeks while a nurse is on parental leave under Article 12.06. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to sixty-three (63) weeks while such nurse is on a parental leave under Article 12.06.

NOTE 1: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

NOTE 2: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

#### 11.05 Effect of Absence (Part-time)

Seniority for part-time nurses 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 nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

#### 11.06 Work of the Bargaining Unit

- (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.

Nurses will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. The Residence will not assign such duties and responsibilities to employees not covered by this agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality resident care.

Unless otherwise agreed by the Union and the Residence, work performed by full-time nurses will not be assigned to part-time nurses for the purpose of eliminating full-time positions.

- (b) The Residence shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, the Residence will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

## 11.07

Deemed Termination

A full-time or regular part-time nurse shall lose all service and seniority and shall be deemed to have terminated if the nurse:

- (a) leaves of her or his own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Residence's ability to provide adequate resident care, unless a satisfactory reason is given to the Residence;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Residence of such absence and providing a satisfactory reason to the Residence;
- (f) fails to return to work (subject to the provisions of 11.07 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her or his intention to return within twenty (20) calendar days after she or he has received the notice of recall mailed by registered mail to the last known address according to the records of the Residence and fails to report to work within thirty (30) calendar days after she or he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (h) she is a casual employee and has not worked for a period of six (6) months in a row and the Residence shall have informed her in writing to give her the opportunity to submit an availability to the employer regarding the casual employee status.
- (i) is absent due to illness or disability for thirty-six (36) months from when he took ill or became disabled.

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

11.08 Job Posting

- (a) i) Where a permanent vacancy occurs in a classification within the bargaining unit or a new full-time position within the bargaining unit is established by the Residence, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days. Where a vacancy under this provision has remained unfilled for a period of six (6) months from the date of the initial posting, and the employer still requires the position to be filled, it will be reposted as noted above.
- ii) A copy of all job postings will be provided by electronic-mail to the local Union at the time of posting
- iii) The job posting provisions take precedence over any recall rights that employees may have under this Agreement, unless otherwise provided herein.

Where a full-time employee on layoff is the successful candidate for a vacant part-time position, she or he shall retain recall rights to her or his former position in the full-time bargaining unit for a period of six (6) months from the date of her or his layoff. This shall also apply to a part-time employee on layoff who is the successful candidate for a vacant full-time position. In these circumstances, the job posting provisions will not apply.

- (b) Unsuccessful applicants must be notified and successful applicants will see their name posted on line.
- (c) Nurses shall be selected for positions under either Article 11.08 (a) on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs, the most senior applicant will be selected. Where the applicant has been selected in accordance with this Article or it is subsequently determined that she or he cannot satisfactorily perform the Residence will attempt, during the first sixty (60) tours (450 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return the nurse to her or his former job, and the filling of the subsequent vacancies will likewise be reversed. If the nurse requests the Residence will give due consideration to returning the nurse to the nurse's former position, provided that the former position has not been filled or eliminated. Such request shall not be unreasonably denied. Notwithstanding the level of entry to practice (baccalaureate degree in nursing), the Residence will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

- (d) Vacancies which are not expected to exceed ninety (90) calendar days and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) may be filled at the discretion of the Residence. In filling such vacancies consideration shall be given to regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration will be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question, prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Where part-time nurses fill temporary full-time vacancies, such nurses shall be considered regular part-time and shall be covered by the terms of the part-time collective agreement. Upon completion of the temporary vacancy, such nurse shall be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job. Full-time nurses may be considered for temporary full-time vacancies on the same basis as regular part-time nurses.
- (e) The Residence shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the job.
- f) A nurse selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of up to three (3) months from the date of her or his selection.
- (g) Where nurses are reassigned to meet patient care needs at the Residence, they will be reassigned to units or areas where they are qualified to perform the available work.

## 11.09

Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Residence. An employee will not be laid off out of seniority order if her lack of qualification for a junior employee's shift can be remedied by a three (3) day orientation to that shift. An employee will not be denied recall to a shift if her lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.
- (b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within

seven (7) 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 Residence will undertake after the layoff.

#### 11.10 Notice to Union of Long Term Layoff

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

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
- i) the reasons causing the lay-off;
  - ii) the service which the Residence will undertake after the lay-off;
  - 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 lay-off which will be longer than eight (8) weeks.

11.11 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 11.10.

11.12 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Union, such consent not to be unreasonably withheld when shown to be in the best interests of residents.

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

#### 11.14 Transfer outside of the Bargaining Unit

- (a) A nurse who is transferred 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.

A nurse who is transferred 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, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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

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

- (b) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) A nurse who accepts a transfer under Article 11.14 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

#### 11.15 Work of the Bargaining Unit

- (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
  - i) for purposes of instruction,
  - ii) in the event of an emergency situation,
  - iii) when performing developmental or experimental work, or
  - iv) when employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following an employee's resignation, the Residence will provide the rationale in writing for this decision to the Union.

### **ARTICLE 12 – LEAVES OF ABSENCE**

#### 12.01 Personal Leave Without Pay

With the authorization of the Residence, an employee may be granted a personal leave without pay for a determined period of time. Written requests for a personal leave of absence without pay will be considered on an individual basis by the Director of Care, Supervisor or designate. Such requests are to be given as far in advance as possible. When applying for such leave the employee shall indicate the proposed dates of departure and return. The employee shall suffer no loss of benefits or seniority if she comes back from leave within the prescribed time frame. However if in excess of thirty (30) days, the leave shall not be counted as service.

It is agreed that no personal leave shall be granted between December 15 and January 15 or during the summer months. Such leave shall never be granted for the purpose of the employee trying a position outside of the Residence.

It is agreed that a leave without pay for medical reasons shall not be considered and treated as a personal leave without pay as outlined above.

For further clarification, after the thirty (30) day period, it is agreed that the employee can maintain her health benefits by assuming all costs related to the benefits.

#### 12.02 Leave for Association Business

Nurses selected by the Union may apply for leave of absence without pay to attend Union business including but not limited to conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Coordinator. During such leave of absence, a nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer for salary and applicable benefits (including applicable percentage in lieu of benefits) except for Provincial Committee meetings which will be reimbursed by the Union. The Employer will bill the local Union within a reasonable period of time.

Part-time nurses will receive service and seniority credit for all leaves granted under this Article. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed fifteen (15) working days in a calendar year.

#### 12.03 Bereavement Leave

A full-time nurse who notifies the Residence as soon as possible following bereavement may take a leave, with pay, in the three (3) consecutive days following the death of an immediate family member (spouse, children, parents, grandparents, sibling, parents-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren). Bereavement leave is not paid if it coincides with another leave, except if it falls during annual vacations.

Part-time employees are entitled to the same bereavement leave as outlined above. It is understood that paid leave will be limited to regularly scheduled shifts.

In all cases, the employee must inform his manager and produce proof upon request.

#### 12.04 Jury & Witness Duty

- (a) If a full-time or part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at a Residence, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the Residence, 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 nurse:

- i) notifies the Residence immediately on the nurse's notification that she or he will be required to attend court;
- ii) presents proof of service requiring the nurse's attendance;
- iii) deposits with the Residence the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

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

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

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

## 12.05

### Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* for a period up to seventeen (17) weeks, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Residence at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.



- (d) Nurses newly hired to replace nurses 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 Residence, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

- (e) The Residence may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Residence's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Residence of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

## 12.06

### Parental Leave

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

- (b) A nurse who has taken a pregnancy leave under Article 12.05 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent 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 nurse shall advise the Residence 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 nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses 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 Residence, in a permanent position, the nurse shall be credited with seniority from date of hire. The nurse shall be credited with hours worked towards the probationary period.

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Residence's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement 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 eighty-four (84%) percent of the nurse's regular weekly earnings and the sum of her or his 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 Residence of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the that portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

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 Residence 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*.

- 12.07 (a) Family Medical Leave will be granted in accordance with the Employment Standard Act.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service and the Residence will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.08 Education Leave

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

12.09 Military Leave

A nurse will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The nurse will give as much notice as reasonably possible.

**ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY**

(Articles 13.01 to 13.11 apply to full-time nurses only)

- 13.01 The Residence will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure. Effective January 1, 2006, new hires will be covered under the 1992 Hospitals of Ontario Disability Income Plan.

The Residence will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- 13.02 Effective the first of the month following the transfer, the existing sick leave plans shall be terminated and any provisions relating to such plans shall be null and void as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.
- 13.03 Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the Plan set out in Article 13.01. The "sick leave bank" shall be utilized to:
- (a) Supplement payment for sick leave days under the new plan which would otherwise be at less than full wages, and;
  - (b) Where a payout provision existed under the former sick leave plan in the Collective Agreement, payout shall be made on the termination of employment, or in the case of death, to the nurse's estate. The parties may agree to voluntarily cash out existing sick leave banks. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits to the maximum provided under the sick leave plan in which the nurse participated November 10, 2011;
  - (c) Where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, her or his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the nurse shall be entitled to the same cash out provisions as set out in paragraph (b) above providing the nurse subsequently achieves the necessary service to qualify for payout under the conditions of the sick leave plan in which she or he participated November 10, 2011;
  - (d) Where a payout provision existed under the former sick leave plan, a nurse who, as of the date of this award, has accumulated sick leave credits and is prevented from working for the Residence on account of an occupational illness or accident that is recognized by The Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace and Safety Insurance Act*, the Residence, on application from the nurse, will supplement the award made by The Workplace Safety and Insurance Board for loss of wages to the nurse by such amount that the award of The Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Residence, will equal one hundred per cent (100%) of the nurse's net earnings to the limit of the

nurse's accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for WSIB benefits.

- 13.04 When a nurse has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the nurse shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 16.01 if she or he otherwise qualifies.
- 13.05 Any dispute which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP or an equivalent plan may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.
- 13.06 Nurses presently employed who are covered by a long-term disability plan in effect as of November 9, 2011, may elect to be covered by HOODIP or to continue their present coverage.
- 13.07 The Residence further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 13.08 The Residence will notify each nurse of the amount of unused sick leave in her or his bank annually.
- 13.09 For nurses whose regular hours of work are other than the standard work day, the short-term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply with the necessary changes.
- 13.10 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 13.11 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one complete tour or more may apply to the Residence for payment equivalent to the lesser of the benefit the nurse would receive from WSIB if the nurse's claim was approved, or the benefit to which the nurse would be entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the nurse provides evidence of disability satisfactory to the Residence and a written undertaking satisfactory to the Residence that any payments will be refunded to the Residence following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

(Articles 13.12, 13.13 and 13.14 apply to both full-time and part-time nurses)

- 13.12 Nurses returning to work from an illness or injury compensable from the Workplace Safety and Insurance Board will be assigned light work as necessary, if available.
- 13.13 A nurse who transfers from full-time to part-time may elect to retain her or his accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which the nurse participates as of November 9, 2011.
- 13.14 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate.

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

#### **ARTICLE 14 - HOURS OF WORK – SCHEDULING**

- 14.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Residence 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 ½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (1/2) hour meal period.
  - (b) Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour on the basis of fifteen (15) minutes for each half tour.
  - (c) The regular daily tours of duty of a full-time nurse shall average five (5) days per week over the nursing schedule determined by the Residence.
  - (d) The Residence shall not enter into any agreement with employees under Section 17 (2) of the Employment Standards Act, 2000 that conflict with the collective agreement.
- 14.02 For purposes of defining tours of duty and calculating entitlement of overtime compensation except as otherwise provided in 14.07, the normal day shall be a twenty-four (24) hour period which includes three (3) tours of seven and a half (7 ½) hours per day:
- For purposes of determining entitlement to any tour differential premiums, the tour will be deemed to be worked on a specific shift when the majority of the hours worked fall within the defined tours as follows:
- 07h00 - 15h00 for the day shift
  - 15h00 - 23h00 for the evening shift
  - 23h00 - 07h00 for the night shift

### 14.03 Scheduling Objectives

As a guide to the type of scheduling arrangements which the Residence will maintain and follow, the parties set out below standard objectives, recognizing that the Residence may not always be able to attain these objectives and that their attainment may be varied with the consent of those concerned.

- (a) The Employer will endeavour to schedule every second weekend off for nurses working on a normal daily tour and on an extended tour.
- (b) There shall be at least a period of sixteen (16) consecutive hours off between a change of tours.
- (c) Schedules will be posted no less than fourteen (14) days in advance.
- (d) Where possible, a nurse will be scheduled off at least four (4) days in any two week period including at least one period of two (2) consecutive days.
- (e) A nurse will not be scheduled to work more than five (5) consecutive days except by mutual consent.
- (f) A full-time nurse who works on two rotations may not be required to change tours of duty more than once every seven (7) days.
- (g) No split tours will be scheduled unless by mutual consent.
- (h) The Residence will schedule three (3) days off at either Christmas or New Year's for all nurses and will endeavour to schedule at least one (1) additional days off for a total of at least four (4) consecutive days off. Time off at Christmas shall include Christmas Day, and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's Day unless mutually agreed otherwise except in areas where nurses are not normally required to work on weekends and paid holidays.
- (i) The scheduling objectives will not apply from December 15th to January 5th.
- (j) The scheduling of time off at Christmas or New Year's shall be done according to their seniority and nurses will be alternating Christmas and New Year's each year, unless mutually agreed otherwise, provided that a qualified complement of nurses is maintained in the unit.
- (k) Prior to Christmas and New Year holidays, however, the rotation schedules shall be posted by December 1st of each year.
- (l) For the purpose of scheduling, a weekend consists of a minimum of fifty-six (56) consecutive hours off from work during the period following the completion of the Friday shift until the commencement of the Monday shift.

14.04 Requests for shifts exchange or days off on the posted schedules must be submitted in writing to the Immediate Supervisor/SRO forty-eight (48) hours in advance of the affected date, except in an emergency situation. Between June

15<sup>th</sup> and September 15<sup>th</sup> inclusively, requests for days off on the posted schedule must be submitted seven (7) days in advance of the affected date, except in an emergency situation. Shifts exchanges shall be co-signed by the nurses willing to exchange. However, it is understood that such requests, when initiated by a nurse and approved by the Employer shall not result in overtime payment to any of the nurses affected.

14.05 The Employer will endeavour to continue its present practice of affording nurses the opportunity of working specific tours with the exception of temporary rotation for purposes of in-service education to upgrade the nurse's professional skills.

It is understood that in-service education may include non-classroom activities and assignments.

14.06 A nurse who normally rotates on two (2) tours shall be scheduled for a minimum of 50% of the tours on days unless mutually agreed otherwise.

A part-time nurse who normally rotates on all three (3) tours shall not be scheduled to work more than two (2) consecutive weeks of night tour and evening tour without her written consent or request. A minimum of fifty percent (50%) of the nurse's scheduled tours shall be on days.

14.07 Scheduling - Hours of Work (Part-time only)

(a) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.

(b) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Residence will endeavour to offer additional tours to regular part-time nurses on the unit on the basis of seniority, prior to offering tours to casual nurses, subject to the following:

i) Nurses who wish not to be considered for additional tours must indicate their unavailability in the manner prescribed by the Residence. If she or he does not do so, the nurse will be considered as available;

ii) Nurses must indicate to the Residence, in writing, their preferred method of communication for being offered tours. A tour will be deemed to be offered whenever a call/text/email is placed;

iii) It is understood that the Residence will not be required to offer tours which would result in overtime premium pay;

iv) When a regular part-time nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Residence are made;

14.08 (a) Unless circumstances prevent a nurse from doing so, they must give the Employer, three (3) hours' notice if unable to work a scheduled night shift,



three (3) hours' notice for evening scheduled shift and one and a half (1.5) hours' notice for scheduled day shift.

- (d) A nurse called after the commencement of the shift and arrives within one hour of the call, will be paid as of the time of the call.

14.09 Individual Special Circumstance Arrangements

Notwithstanding Article 2.03, the Residence and the Union may agree in certain circumstances, the schedule of an individual full-time nurse may be adjusted to enable an average weekly work assignment of 30 to 37, 5 hours.

- (a) Such an arrangement shall be established by mutual agreement of the Residence and the Union and the nurse affected. The parties agree that the arrangement applies to an individual, not a position.
- (b) The parties shall determine the introduction of a special circumstance arrangement, Issues related to vacation, paid holidays and benefit coverage will be determined by the Residence and the Union. The nurse will retain full-time status, including but not limited to seniority and service.

The parties agree that for pension purposes, there will be no reduction in the normal 37,5 hours per week pension contributions made by a nurse and/or the Residence under this provision, nor shall there be proration of the Extended Health care applicable to the full time status.

(Note: If the above proposal is satisfactory to HOOPP and Revenue Canada)

Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the nurse affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.

**ARTICLE 15 – PREMIUM PAYMENT**

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

If a nurse is authorized to work in excess of the hours referred to in Article 14.01 (a) or (c), she or he shall receive overtime premium of one and one-half (1 1/2) times her or his 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 nurse is engaged in reporting functions at the end of her or his 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) and (c) 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 nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her or his scheduled day off shall receive overtime premium of one and one-half (1 1/2) times her or his

regular straight time hourly rate except on a paid holiday the nurse shall receive two (2) times her or his straight time hourly rate. The Residence agrees that if the Collective Agreement provided a greater overtime premium for overtime work immediately prior to this Agreement, the Residence will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as provided herein.

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

If a part-time nurse is authorized to work in excess of the hours referred to in Article 14.01 (a), she or he shall receive overtime premium of one and one-half (1½) times her or his regular straight time hourly rate. A part-time nurse (including casual nurses but not including part-time nurses who are filling temporary full-time vacancies) who works in excess of seventy-five (75) hours in a two (2) week period shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked in excess of seventy-five (75). A part-time nurse who is filling a temporary full-time vacancy shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked in excess of an average of thirty seven and a half (37½) hours per week over the full-time nursing schedule determined by the Residence. Such averaging will commence at the conclusion of the two week period following the nurse's transfer to the temporary full-time position and will end at the conclusion of the two week period prior to the nurse's return to her or his former position. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her or his 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 nurse to payment of the normal tour differential provided herein. The Residence agrees that if the Collective Agreement provided a greater premium for overtime work immediately prior to this Agreement, the Residence will continue to pay such greater overtime premium. This is not intended to entitle the nurse to be paid for work performed while engaged in the reporting functions as 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 a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 15.03 Work scheduled by the Residence 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 nurse's regular straight time hourly rate or as otherwise provided.
- 15.04 Where a nurse 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 nurse's regular

straight time hourly rate as a result of 15.03 above and the nurse is required to work additional hours following her or his full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked. Where a nurse is called back from standby and works in excess of the hours of a normal shift on her or his unit, such nurse shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.

- 15.05 A nurse who reports for work as scheduled, unless otherwise notified by the Residence, shall receive a minimum of four (4) hours' pay at her or his regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Residence which she or he is capable of doing, if her or his regular duties are not available.
- 15.06 Where a full-time or regular part-time nurse has completed her or his regularly scheduled tour and left the Residence and is called in to work outside her or his regularly scheduled working hours, or where a nurse is called back from standby, such nurse shall receive time and one-half (1 1/2) her or his 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) her or his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her or his regularly scheduled shift. In such a case, the nurse will receive time and one-half (1 1/2) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his regular shift.
- 15.07 A nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Residence. Where such standby duty falls on a paid holiday, the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the nurse is called in to work under Article 15.06 above and works during the period of standby.
- 15.08 The regular straight time hourly rate for a full-time or part-time nurse will be the hourly rate in the wage schedule set forth in Article 20.01(a).
- 15.09 A nurse shall be paid a shift premium of two dollars and twenty five cents (\$2.25) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and sixty five cents (\$2.65) for each hour worked which falls within the hours defined as a night shift 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 seven and a half (7½) hours.
- 15.10 (a) (Article 15.10 (a) applies to full-time nurses only)
- It shall be the responsibility of the nurse to consult posted work schedules. The Residence 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 nurse. Where less than forty-eight (48) hours' notice is given personally to the

nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than forty-eight (48) hours' notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to her or his schedule within the same forty-eight (48) hour notice period.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts equal the number of such separate occasions.

Where a shift that attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two times her or his straight time hourly rate for all hours worked on that tour.

(b) (Article 15.10 (b) applies to part-time nurses only)

- i) It shall be the responsibility of the regular part-time nurse to consult posted work schedules. The Residence 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 regular part-time nurse.
- ii) Where less than twenty-four (24) hours' notice is given personally to the regular part-time nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Where less than twenty-four (24) hours' notice is given personally to the nurse for the cancellation of a shift that was added to her or his schedule, time and one half (1-1/2) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include shifts added to her or his schedule within the same twenty-four (24) hour notice period unless the employer paid such premiums under an existing practice as of March 31, 2004.

Such changes shall not be considered a lay off.

Where a nurse is cancelled without the required notice on two (2) or more separate occasions prior to working her or his next shift(s), premium pay under this provision will be extended to subsequent shifts worked, such that the number of premium paid shifts shall equal the number of such separate occasions.

Where a shift attracts premium pay pursuant to this provision is otherwise a premium paid tour, she or he will be paid two (2) times her or his straight time hourly rate for all hours worked on that tour.

- iii) Where a nurse is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then the nurse will be paid for a full tour provided that the nurse works until the normal completion of the tour.
- iv) Casual part-time nurses whose work schedule has been pre-scheduled and whose schedule is changed with less than twenty-four (24) hours' notice then paragraph (b) - shall apply to casual part-time nurses.
- (c) Where a Residence is encountering problems around the provision of personal notice to nurses, the parties will endeavour to resolve these concerns at the Labour Relations Committee.

- 15.11 When a nurse is required to travel to the Residence or to return home as a result of reporting to or off work between the hours of 2400 - 0600 hours, or at any time while on standby, the Residence will pay transportation costs either by taxi or by the nurse's own vehicle at the rate of twenty-two cents (\$0.22) per kilometre or applicable Residence policy whichever is greater or such greater amount as the Residence may in its discretion determine for each trip between the aforementioned hours. The nurse will provide to the Residence satisfactory proof of payment of such taxi fare.
- 15.12 A nurse who works a second consecutive full tour shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars (\$6.00) if the Residence is unable to provide the hot meal. Other nurses required to work more than two (2) hours overtime on the same day they have worked a full tour shall, after the two (2) hours, receive a 1/2 hour paid meal period and shall be provided with a hot meal or six dollars (\$6.00) if the Residence is unable to provide the hot meal.
- 15.13 A nurse shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other 48 hour period as the parties may agree upon. If a nurse is receiving premium pay under Article 15.03, pursuant to a scheduling regulation with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.
- 15.14 Where a nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate, up to a maximum of thirty seven and half (37.5) hours (where the applicable rate is time and one-half (1 ½) then time off shall be at time and one-half (1 ½)). The Residence will pay all hours banked not taken at the end of the fiscal year in which the hours were worked.

## **ARTICLE 16 – PAID HOLIDAYS**

- 16.01 The following shall be recognized as holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
July 1	Boxing Day

A full-time nurse required to work on any foregoing holidays shall be paid at the rate of time and one-half (1 ½) the nurse's regular straight time hourly rate of pay for all hours worked on such holidays. In addition, the nurse will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 14.01. If a regular part-time nurse works on any of the holidays listed above, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate for all hours worked on such holiday.

### **Floating Days**

1. The Residence shall also provide to full time employees who have completed their probationary period, two (2) floating holidays. The two (2) floating holidays must be used before the end of fiscal year or be lost. Notwithstanding the previous paragraph, full-time nurses are entitled to only one (1) floating holiday during the first nine (9) months of their employment.

2. The Residence shall also provide to part time employees who have completed their probationary period, one (1) floating holiday. This floating holiday must be used before the end of fiscal year or be lost. This provision does not apply to casual employees.

16.02 In order to be entitled to a paid day off, the nurse must report in to work for the shift scheduled on the business day preceding and following the statutory holiday in question, unless it is an authorized absence.

16.03 Lieu days off shall be granted within thirty (30) days of the date on which the holiday was observed to be taken on a day to be selected by mutual agreement between the Employer and the nurse.

16.04 When a statutory holiday falls on a scheduled day off, the nurse shall receive a lieu day to be taken in accordance with the terms set out in 16.03.

When a statutory holiday falls during the nurse's scheduled vacation period, the nurse in question shall be paid and shall not use a vacation credit for that day.

16.05 The Residence will endeavour to schedule a holiday designated for a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Residence will endeavour to schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday.

## **ARTICLE 17 - VACATIONS**

17.01 The vacation year shall be May 1<sup>st</sup> to April 30<sup>th</sup> inclusive of the following calendar year.

**Clarity Note:** in accordance with the Residence's vacation accumulation system, vacation accrued in a given annual leave year is deferred to and taken in the following annual leave year.

(a) Vacation entitlement and calculation

(The following clause applies to full-time employees only)

- i) An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks' annual vacation with pay prorated to her accumulated service in the vacation year.
- ii) An employee who completed one (1) year of continuous service shall be granted three (3) weeks' annual vacation with pay.
- iii) An employee who completed three (3) years of continuous service shall be granted four (4) weeks' annual vacation with pay.
- iv) An employee who completed ten (10) years of continuous service shall be granted five (5) weeks' annual vacation with pay.
- v) Effective March 31, 2021, an employee who completed twenty (20) years of continuous service shall be granted six (6) weeks' annual vacation with pay.
- vi) Effective March 31, 2021, an employee who completed twenty-five (25) years of continuous service shall be granted seven (7) weeks' annual vacation with pay.

(b) Vacation entitlement and calculation

(The following clause applies to part-time and casual employees only.)

- i) An employee will receive vacation pay based on a percentage of her gross salary on the following basis:
  - 2 weeks entitlement – 4%
  - 3 week entitlement – 6%
  - 4 week entitlement – 8%
  - 5 week entitlement – 10%
  - 6 week entitlement – 12%
  - 7 weeks entitlement – 14%
- ii) Part-time and casual employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses, of their gross earnings in the preceding year.
- iii) In the calculation of vacation pay, one year of service equals 1500 hours.

- 17.02 (a) It is understood and agreed that vacation weeks are not necessarily continuous; however, the Employer will endeavour to accommodate the wishes of the nurses with respect to the choice of vacation dates.
- (b) Nurses will be given preference with respect to vacation on their unit in their own category (full-time or part-time) as shown on the current seniority list.
- 17.03 The Residence agrees to provide separate seniority lists for full-time and part-time nurses with respect to preference of vacation periods.
- Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation if the schedule is not posted.
- 17.04 The Residence shall consider, in exceptional circumstances, any request to carry over by one (1) year any unused portion of vacation up to a maximum of five (5) days. That request must be submitted in writing to the care unit, no later than March 1<sup>st</sup> of the applicable vacation year. That portion of the vacation must not be taken between June 1 and September 15 and from December 15 to January 15.
- Except for the portion of vacation carried over, as previously mentioned, all vacation credits must be used during the applicable reference year.
- 17.05 The Residence will endeavor to maintain the regular schedule during the vacation period. It is understood that a vacation week shall be define as being from the Monday to the Sunday.
- 17.06 Requests for changes in vacation periods received after the vacation planner is posted and prior to the time of preparation of the schedule must be in writing to the Nursing Director and such requests will not be unreasonably denied if exceptional circumstances exist.
- 17.07 The vacation planning process will commence during the months of February and September. Vacation requests shall be submitted in writing to the Director of care (or delegate) on the vacation planner(s) no later than the established deadlines which shall be no less than three weeks from the date the vacation planner process was commenced. In such cases, confirmation of granted leave shall be confirmed to the nurses no later than six weeks following the above-noted established deadline. Prior to the preparation of each schedule, special requests can also be presented in writing to the Director of Care (or delegate) but such leave will be granted on the basis of first come first serve and only when replacement capacity of Registered Nurses is met.
- 17.08 The vacation pay of part-time nurses is paid in accordance with Article 17.01 (b) (monetary), every two (2) weeks with their regular pay.

## **ARTICLE 18 – HEALTH AND WELFARE BENEFITS**

- 18.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time nurses in the



active employ of the Residence under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

18.02 Extended Health Care

The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible full-time nurses in the active employ of the Residence under the standard Extended Health Care Benefits Plan (providing for \$10.00 (single) and \$20.00 (family) deductible, providing the balance of monthly premiums are paid by the nurses through payroll deductions.

Extended Health Care benefits include Chiropractic, Massage Therapy and Physiotherapy. Each service is covered to a maximum of \$500/insured person annually except for physiotherapy which has no maximum.

In addition to the standard benefits, coverage will include hearing aids (maximum \$500/person every thirty-six (36) months;

Vision Care coverage shall include the purchase of prescription lenses or contacts, one pair every two (2) calendar years and \$60.00 for frames every two (2) calendar years.

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of \$800 per calendar year.

18.03 Group Life Insurance and Accidental Death and Dismemberment

The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time nurses in the active employ of the Residence of the Group Life Insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment.

18.04 Healthcare of Ontario Pension Plan (HOOPP)

Effective October 11, 2015, all present nurses shall be enrolled in the Healthcare of Ontario Pension Plan and shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses 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 Percentage in Lieu of Benefits (Part-Time)

Part-time and casual nurses shall receive in lieu of all fringe benefits an amount equal to thirteen percent (13%) of their regular straight time hourly rate for all straight time hours. It is further understood and agreed that pension and holiday pay is included within the percentage in lieu of fringe benefits.

For part-time nurses who are members of HOOPP the percentage in lieu of benefits is nine percent (9%).

18.06 Change of Carrier

It is understood that the Residence may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such substitution, the Residence shall notify the Union to explain the proposed changes.

18.07 The Residence agrees to contribute 50% of the billed premiums towards coverage of eligible nurses in the active employ of the Residence under the Liberty Health Dental #9 Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on the current ODA fee schedule and provide for recall oral examination to be covered once every nine (9) months (adults only); complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually; add Blue Cross Rider #4 – (Crowns, bridgework and repairs the same) at 50/50 co-insurance to \$2000 maximum per person annually effective April 1, 2011; and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employees through payroll deductions.

**ARTICLE 19 - GENERAL**19.01 Definitions

- (a) "Rotation Schedule" is a written statement setting forth the days and hours upon which the nurses are normally required to work, and the days upon which nurses are normally scheduled to be off work.
- (b) "Tour" means consecutive working hours for a nurse.
- (c) For the purpose of Article 15.13, the weekend premium shall be paid from 2315 hours Friday to 2315 hours Sunday.
- (d) "Days" except where specified otherwise, refers to a calendar day.
- (e) For the purposes of Article 14.07, "Commitment hours" is determined at the time of posting.

19.02 The Employer shall provide bulletin boards for the use of the Association. It is also agreed that the documents posted shall not be offensive and/or discriminatory to the Employer. The Employer shall provide an office space, shared amongst the unions, to the local Association. E-mail shall be accessed during break time and/or time off.

19.03 Termination of Employment

Nurses leaving the service of the Residence shall be responsible for the return of the Residence property or its equivalence upon termination.

19.04 Payroll Policies

- (a) The Employer shall pay its nurses every two (2) weeks by bank deposit in the Employee's designated bank.

- (b) The Employer shall provide a pay stub electronically with the following information: initials of the wage-earner; date of pay period; deductions made; the number of working hours both regular and overtime.
- (c) Any omission or error on the pay will be adjusted on the next pay cheque. If an omission or error on the part of the employer is equivalent to one half (1/2) tour or more, the nurse may request to be paid within the next three (3) working days.

19.05 The Employer shall provide the Local Association with a list of name, address and phone number of the bargaining unit member every year no later than March 15 of each year.

19.06 It shall be the duty of each nurse to notify the Residence promptly of any change in address and phone number even if temporary. If a nurse fails to do this, the Residence will not be responsible for failure of a notice sent by registered mail to reach such a nurse.

19.07 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.

19.08 Within fourteen (14) days of receipt of a written request from the nurse, the Residence will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Residence.

19.09 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and nurses. 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) Nurses 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 Residence will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Residence recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Residence until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to be vaccinated due to medical contra-indications and

she submits medical information to that effect, The Residence shall apply the protection procedures in effect for that purpose with the employee in question, unless that is impossible, in which case, she shall be paid.

- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Residence will not oppose the claim.
- (g) Notwithstanding the above, the Residence may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

19.10 The parties agree to provide to each Nurse covered by the collective agreement a bilingual copy of the collective agreement. The parties shall mutually agree on the translation service to be used, and the translation costs, as well as the printing costs, shall be shared equally by the employer and the union. Arrangements for printing are the responsibility of the employer.

19.11 Both the French and the English texts of this agreement shall be considered the official texts. Where there is ambiguity between the English and the French texts, the French text shall prevail.

## **ARTICLE 20 – COMPENSATION**

20.01 (a) The regular straight time hourly rates for full-time, regular part-time and casual part-time Registered Nurses at Residence shall be as follows:

### Classification - Registered Nurse

Step	April 1, 2018	April 1, 2019	April 1, 2020
<b>Start</b>	\$32.53	\$32.86	\$33.19
<b>1 year</b>	\$32.68	\$33.01	\$33.34
<b>2 years</b>	\$33.23	\$33.56	\$33.90
<b>3 years</b>	\$34.86	\$35.21	\$35.56
<b>4 years</b>	\$36.51	\$36.88	\$37.25
<b>5 years</b>	\$38.57	\$38.96	\$39.35
<b>6 years</b>	\$40.64	\$41.05	\$41.46
<b>7 years</b>	\$42.73	\$43.16	\$43.59
<b>8 years</b>	\$45.76	\$46.22	\$46.68
<b>25 years</b>	\$46.57	\$47.04	\$47.51

- (b) The regular straight time hourly rates for full-time, regular part-time and casual part-time Nurse Practitioners at Residence shall be as follows:

Classification – Nurse Practitioner

Step	April 1, 2018	April 1, 2019	April 1, 2020
Start	\$48.95	\$49.44	\$49.93
<b>1 year</b>	\$50.09	\$50.59	\$51.10
<b>2 years</b>	\$51.30	\$51.81	\$52.33
<b>3 years</b>	\$52.55	\$53.08	\$53.61
<b>4 years</b>	\$53.83	\$54.37	\$54.91
<b>5 years</b>	\$55.16	\$55.71	\$56.27
<b>6 years</b>	\$56.52	\$57.09	\$57.66
<b>7 years</b>	\$57.92	\$58.50	\$59.09
<b>8 years</b>	\$58.90	\$59.49	\$60.08
<b>25 years</b>	\$59.89	\$60.49	\$61.09

20.02 Claims for related clinical experience, if any, shall be made in writing by the nurse 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 nurse's date of hire. The nurse shall co-operate with the Residence by providing verification of previous experience so that her and his related clinical experience may be determined and evaluated during her or his probationary period. Having established the related clinical experience, the Residence will credit a new nurse with one (1) annual service increment for each year of experience (for part-time nurses, experience will be calculated pursuant to the formula set out in Article 17.01 (b) iii up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Residence. For full-time nurses the Residence shall give effect to part-time nursing experience, and for part-time nurses the hospital shall give effect to full-time nursing experience.

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

20.03 (a) Each full-time nurse will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time nurse's absence without pay from the Residence exceeds thirty (30) continuous calendar days during each twelve (12) month period, the nurse's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

(b) Each regular part-time nurse will be advanced from her or his 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 11.03

- (c) Casual part-time nurses will be placed on the salary grid in accordance with their service, such service to be calculated in accordance with the seniority calculation set out in Article 11.02. Casual part-time nurses will then advance on the grid in the same manner as regular part-time nurses.
- 20.04 (a) A part-time employee whose status is altered to full-time in the same position, will assume her or his same level on the full-time grid. A full-time employee whose status is altered to part-time in the same position will assume her or his same level on the part-time grid. In addition, an employee who is to be transferred will be given credit for service accumulated since the date of last advancement.
- (b) A casual part-time employee whose status is altered to regular part-time or vice versa in the same position will assume her or his same level on the grid. In addition, a casual part-time employee who is so transferred will be given credit for service accumulated since the date of last advancement.
- 20.05 All amended provisions are effective on the date of ratification, unless otherwise provided. Retroactivity, if any, will be paid within four full pay periods of the date of the award on the basis of hours paid. Retroactive pay will be paid by way of a distinct direct deposit.

#### **ARTICLE 21 – MODIFIED WORK**

- 21.01 The Residence will notify the Local president of the names of all employees who go off work due to a work related injury or when an employee goes on LTD. The Residence will provide to the Union, a monthly list of all employees on modified work programs.
- 21.02 The Residence agrees to provide the Union and the employee with a copy of the Workers' Compensation Board Form 7 at the same time it is sent to the Board, with the exclusion of social insurance number and date of birth.
- 21.03 For each return to work meeting, a nurse may invite an Association representative. The purpose of such a meeting will be to establish a fair and appropriate return to work plan for the affected employee, consistent with all applicable legislation.
- 21.04 When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability/injury, the Residence will notify and meet with the local representative and staff representative of the Ontario Nurses' Association to discuss the circumstances surrounding the employee's return to suitable work.

#### **ARTICLE 22 – DURATION**

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

- 22.02 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.
- 22.03 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.

DATED AT Ottawa, ONTARIO, THIS 6<sup>th</sup> DAY OF May, 2021.

**FOR THE EMPLOYER:**

"Melissa Donskov"

"Amanda Yorston"

"Sonia Girouard"

"Mark Crichton"

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**FOR THE UNION:**

"Marco Dufour"  
*Labour Relations Officer*

"Margarett Desca"

"José Blaise Legaret"

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**APPENDIX 1 – GRIEVANCE FORM**



**ONTARIO NURSES' ASSOCIATION  
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO  
GRIEVANCE REPORT/RAPPORT DE GRIEF**



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.	
<b>NATURE OF GRIEVANCE AND DATE OF OCCURENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT</b>			
<b>SETTLEMENT REQUESTED/REGLEMENT DEMANDE</b>			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIIO	
<b>STEP ONE</b>	<b>EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR</b>		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
PREMIERE ETAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
<b>STEP TWO</b>	<b>EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR</b>		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
DEUXIEME ETAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
<b>STEP THREE</b>	<b>EMPLOYER'S ANSWER/REPONSE DE L'EMPLOYEUR</b>		DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:
TROISIEME ETAPE			DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR	
ON-09 REV.01/2000      DISTRIBUTION: 1. BLACK – EMPLOYER 2. BROWN – ONA 3. BLUE – LOCAL ASSOCIATION 4. GREEN – GRIEVOR DISTRIBUTION: 1. NOIR – EMPLOYEUR 2. BRUN – AIIO 3. BLEU – ASSOCIATION LOCALE 4. VERT – PLAIGNANTE			