

COLLECTIVE AGREEMENT

BETWEEN:

SALVATION ARMY OTTAWA GRACE MANOR
[hereinafter referred to as "the Manor"]

AND:

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

Expiry Date: June 30, 2024

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	1
ARTICLE 4 – SCOPE & DEFINITIONS.....	2
ARTICLE 5 – RELATIONSHIP.....	4
ARTICLE 6 – NO STRIKE, NO LOCKOUT.....	6
ARTICLE 7 – UNION SECURITY.....	6
ARTICLE 8 – REPRESENTATION AND COMMITTEES.....	8
ARTICLE 9 – GRIEVANCE PROCEDURE.....	12
ARTICLE 10 – PROFESSIONAL RESPONSIBILITY.....	15
ARTICLE 11 – ACCESS TO FILES.....	19
ARTICLE 12 – SENIORITY.....	19
ARTICLE 13 – JOB POSTING.....	24
ARTICLE 14 – LAYOFF AND RECALL.....	26
ARTICLE 15 – LEAVES OF ABSENCE.....	28
ARTICLE 16 – SICK LEAVE AND LONG-TERM DISABILITY.....	35
ARTICLE 17 – HOURS OF WORK.....	36
ARTICLE 18 – PREMIUM PAYMENT.....	39
ARTICLE 19 – PAID HOLIDAYS.....	42
ARTICLE 20 – VACATIONS.....	44
ARTICLE 21 – HEALTH AND WELFARE BENEFITS.....	47
ARTICLE 22 – RETIREMENT INCOME PLAN.....	48
ARTICLE 23 – MISCELLANEOUS.....	50
ARTICLE 24 – JOB SHARING.....	52
ARTICLE 25 – OCCUPATIONAL HEALTH & SAFETY.....	54
ARTICLE 26 – COMPENSATION.....	56
ARTICLE 27 – DURATION.....	58
APPENDIX A – RATES OF PAY.....	59
APPENDIX B – INDEPENDENT COMMITTEE ASSESSMENT CHAIRPERSON.....	60
LETTER OF UNDERSTANDING.....	61
Re: Supernumerary Positions.....	61
Re: Supernumerary Positions Internationally Educated Nurses (IENS).....	62
Re: Professional Responsibility.....	62
Re: Extended Tours (11.25 Hours).....	62

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Manor and the Nurses covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 1.04 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Salvation Army Ottawa Grace Manor (the Manor) recognizes the Ontario Nurses' Association (the Union) as the exclusive bargaining agent for a bargaining unit for all Registered Nurses and Graduate Nurses employed in a nursing capacity by the Manor in the City of Ottawa, save and except the Director of Nursing and Personal Care and Assistant Director of Nursing and Personal Care, persons above the rank of Assistant Director of Nursing and Personal Care, and persons covered under subsisting collective agreements at the facility.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that the management of the Manor and the direction of working forces are fixed exclusively in the Manor and shall remain solely with the Manor, except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Manor to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, discharge, suspend or otherwise discipline nurses, provided that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, procedures, programs and the working establishment for the service and the location of work;
- (d) generally to manage the operation that the Manor is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, services to be provided, hours of work, work assignments, methods, procedures and equipment in connection therewith;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses.

3.02 The Manor will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

ARTICLE 4 – SCOPE & DEFINITIONS

4.01 A Registered Nurse is a nurse who holds an active General Certification of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.

4.02 A nurse who holds a Temporary Class Certificate of Registration in accordance with the *Nursing Act* and its Regulations must obtain their General Class Certificate of Registration prior to the expiry of their Temporary Class Certificate. If the nurse fails to obtain their General Certificate of Registration prior to the expiry of their Temporary Class Certificate of Registration, they may be placed on an unpaid leave of absence, otherwise they will be deemed to be not qualified for the position of registered nurse, and they may be terminated from the employ of the Manor. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A nurse who holds a Temporary Certificate of Registration will be classified, for purposes of salary, at the start rate of the Salary Schedule at Appendix A.

4.03 A “supervisor” or “immediate supervisor”, when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

4.04 (a) A full-time nurse shall mean a nurse covered by this Agreement who is committed to and regularly and recurrently works the full work period of seventy-five (75) biweekly hours, exclusive of overtime.

- (b) A part-time nurse is one who is committed to and regularly works less than the full-time prescribed biweekly hours of work.
- (c) A casual nurse means a nurse who is called in to work on a call basis, but who does not work a regular schedule, or does so only for a specified period. Such a nurse has the option of declining work when it is made available, however, it is also understood that a casual nurse cannot unreasonably or consistently refuse to work shifts.

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

4.06 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Manor.

4.07 Bargaining Unit Protection / Minimum Staffing

- (a) The Employer will comply with the staffing requirements as set out in the Ontario *Long-term Care Homes Act*, as amended.
- (b) The assignment of patient care duties, including the delegation or direction of duties by members of the Bargaining Unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario, from time to time, and any Employer policy related thereto shall meet those requirements. The provision does not apply to any future College of Nurses of Ontario guidelines in respect of staffing complement.
- (c) The Parties shall meet within four (4) weeks of a request by either party to convene a meeting of the Labour Management Committee for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting;
- (d) The Employer shall ensure that a representative of the Manor management and an ONA representative attend together one of the sessions put on by the College of Nurses of Ontario on the new RN/RPN guidelines as soon as possible following the date of ratification.
- (e) During the currency of the collective agreement the Employer shall maintain the current staffing levels. For the purpose of clarity,

current staffing levels mean that the ratio of registered nurses to residents shall not decline from the ratio as it existed on June 30, 2006.

ARTICLE 5 – RELATIONSHIP

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

The Manor 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 nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.

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

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

NOTE: “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. *Ontario Human Rights Code*, section 10(1).

(b) “Every person who is an Employee has a right to freedom from harassment in the workplace because of sex by their Employer or agent of the Employer or by another Employee.” *Ontario Human Rights Code*, section 7(2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

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

“Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”. Ref: *Occupational Health and Safety Act*, section 1(1).

- (d) Every person has a right to be free from,
- i) “a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.” *Ontario Human Rights Code*, section 7(3).
- (e) A nurse who believes that they have been harassed contrary to this provision may file a grievance under Article 9 of this Agreement.

5.04 Whistle Blowing Protection

- (a) Provided a nurse has followed reasonable policies or procedures issued by the Manor to protect the Manor’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.
- (b) In dealing with complaints, the Manor shall ensure that the process is fair for all.

5.05 The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities.

The parties agree diversity and inclusion is an appropriate discussion for Labour Management.

5.06 The Manor and the Union recognize their joint duty to accommodate disabled nurses in accordance with the provisions of the *Ontario Human Rights Code*.

5.07 Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code of Ontario* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Manor and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.
- (b) The Manor and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Manor and the Union agree that participants will use electronic communication where available.
- (c) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

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

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

ARTICLE 6 – NO STRIKE, NO LOCKOUT

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

ARTICLE 7 – UNION SECURITY

7.01 The Manor will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues of each such employee. The deduction period for a part-time nurse may be extended where they do not receive any pay in a particular month.

7.02 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.

- 7.03 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 Manor of any changes therein and such notification shall be the Manor'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 Manor's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Manor, the Union agrees to indemnify and save harmless the Manor against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 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 Manor shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and employees on Leaves of Absence and their Social Insurance Numbers. A copy of this list will be sent to the Bargaining Unit President or designate. Where the parties agree, the Manor may also provide the information in an electronic format or on a computer disk.
- In January and July of each year the Manor will provide a list to the Union of all bargaining unit members that includes their current addresses and phone numbers as shown on the Employer's personnel records.
- The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on the Manor's premises or during working hours except with the written permission of the Manor or as specifically provided for in this Agreement.
- 7.06 When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 7.07 The Manor shall advise a Union representative of all new hires and agrees that a Union Representative shall be given the opportunity of interviewing each newly hired Nurse, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period. Where the Labour Relations Officer is the designated union representative, the Employer shall advise the Labour Relations Officer and arrange a time for the interview.
- 7.08 The Manor 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 Manor's payroll system.

ARTICLE 8 – REPRESENTATION AND COMMITTEES

8.01 Union Representatives

The Manor agrees to recognize Union representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement and the number of nurses shall be two (2).

8.02 Grievance Committee

- (a) The Manor will recognize a Grievance Committee for which the Bargaining Unit President shall be the chairperson. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement and the number of nurses on the Grievance Committee shall be two (2).
- (b) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Manor and shall not leave their regular duties without first obtaining permission from their Director of Nursing and Personal Care or Designate. Such permission shall not be unreasonably withheld. The Manor agrees to pay for all time spent during their regular hours by such representatives hereunder.

8.03 Union - Management Committee

- (a) There shall be a Union - Management Committee comprised of representatives of the Manor, one (1) of whom shall be the Director of Nursing and Personal Care or designate and of the Union, one (1) of whom shall be the Bargaining Unit President or designate. The number of representatives shall be two (2), and the membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every two (2) months unless otherwise agreed. The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be signed by the Chair and the Secretary and will be provided to the Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern;

- ii) dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;
 - iii) discussing and reviewing matters relating to orientation and in-service programs.
 - iv) discussing the classification system and its impact on the bargaining unit.
- (d) All joint Union - Management meetings scheduled during a nurse's regular working hours shall be paid for by the Manor at the nurse's regular hourly non-overtime rate of pay.

8.04 Negotiating Committee

There shall be a Negotiating Committee of two (2) representatives of the Union, one of whom shall be the President of the Bargaining Unit.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Manor, up to but not including arbitration. Nurses on the evening and night tours shall receive paid time off for the actual day of the negotiating meeting and will not be required to work their regularly scheduled evening or night tour.

8.05 Joint Occupational Health and Safety Committee

- (a) The Manor and the Union agree that they mutually desire to maintain standards of safety and health in the Manor in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Manor agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union. The Manor agrees to provide certification of the ONA member under the Occupational Health and Safety Act. The Manor shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Manor agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. In addition, the Manor will provide the Committee with reasonable

access to all accident reports, health and safety records and any other pertinent information in its possession, with any personal/confidential information severed.

- (e) Meetings shall be held every second (2nd) month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which they shall be paid by the Manor at their regular rate and they shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) The parties will abide by the *Occupational Health and Safety Act*.
- (j) The parties agree that if incidents involving aggressive resident behaviours occur, such incidents will be recorded and reviewed by the Occupational Health and Safety Committee. Reasonable steps within the control of the Manor will follow to address the legitimate health and safety concerns of Nurses presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Union - Management Committee will include recommendations from the Occupational Health and Safety Committee.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

- (k) The Manor agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures and procedures in consultation with the Joint Health and Safety Committee to address

violence in the workplace, which may include, among other measures and procedures:

- i) Alert employees about a person with a known history of aggressive and responsive behaviours and their known triggers by means of:
 - A) electronic and/or other appropriate flagging systems
 - B) direct verbal communication / alerts (i.e. shift reports)
 - ii) Communicate and provide appropriate training and education,
 - iii) Reporting all incidents of workplace violence and,
 - iv) Long-term care home wide violence risk assessments.
- (l) When faced with occupational health and safety decisions, the Manor will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.
- i) The Manor will ensure there is an adequate supply of Pandemic PPE. The Manor will advise the JHSC the supply of Pandemic PPE on an annual basis and whenever they are required to advise the government.
 - ii) The Manor will maintain a pandemic plan that will be shared annually with the JHSC.

8.06 The Union may hold meetings on Manor premises providing that permission has been first obtained from the Manor with reasonable notice.

8.07 The Union shall keep the Manor notified in writing of the names of the Union Representatives and/or Committee members and Officers of the Bargaining Unit appointed or selected under this Article as well as the effective date of their respective appointments.

8.08 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association. The Manor agrees to give representatives of the Ontario Nurses' Association access to the premises for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Director of Care. Such representatives shall have access to the premises only with the approval of the Director of Care or designate which shall not be unreasonably withheld.

- 8.09 Where a nurse makes prior arrangements for time off from a full tour of duty for the purpose of this Article, the nurse shall not be scheduled to work another tour that day.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 For the 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.
- 9.02 In all steps of this grievance procedure an aggrieved employee, if they so desires may be accompanied by or represented by their Union Representative. If a Union Representative is not available, ONA shall appoint a designate as representative. In the case of suspension or discharge, the Manor shall notify the nurse of this right in advance.
- 9.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until they have first given the Director of Nursing and Personal Care or designate the opportunity of adjusting their complaint. Such complaint shall be discussed with the Director of Nursing and Personal Care or designate within fourteen (14) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement within fourteen (14) calendar days, it shall then be taken up as a grievance within fourteen (14) calendar days following advice of the Director of Nursing and Personal Care or designate's decision in the following manner and sequence:

Step No. 1

The nurse may submit a written grievance, signed by the nurse, to their Director of Nursing and Personal Care or designate. The grievance shall be on a form appended hereto 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 Nursing and Personal Care or designate will deliver their decision in writing within fourteen (14) calendar days following the day on which the grievance was presented to them. Failing settlement, then:

Step No. 2

Within fourteen (14) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Executive Director or

designate. A meeting will then be held between the Executive Director or designate and the Grievance Committee within fourteen (14) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative(s) of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Executive Director shall be delivered in writing within fourteen (14) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Union Labour Relations Officer.

9.04 Policy Grievance

A grievance arising directly between the Union and the Manor shall proceed to Step 2 within fourteen (14) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.

9.05 Group Grievance

When a group of nurses have similar concerns the matter shall proceed to Step 2 within fourteen (14) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Union.

9.06 Employer Grievance

An Employer grievance shall proceed to Step 2 within fourteen (14) calendar days of the circumstances giving rise to the grievance, or ought reasonably to have come to the attention of the Manor. The grievance shall be forwarded to the Union Representative who has fourteen (14) days to reply in writing to the grievance.

9.07 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 post marked within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such written request is post marked within fourteen (14) calendar days after a decision under Step 2, it will be received within the time limits.

9.08 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage). All agreements reached under the grievance procedure between the

representatives of the Manor and the representatives of the Union will be final and binding upon the Manor and the Union and the nurses.

- 9.09 Wherever the Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 9.10 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 chairperson will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 9.11 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 chairperson of the Arbitration Board.
- 9.12 The parties may mutually agree to the appointment of a mediator at any point during the grievance process. Each party shall pay one-half (1/2) of the fees and expenses of the grievance mediator.
- 9.13 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.14 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.15 The Arbitration Board/Arbitrator 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.
- 9.16 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*, as amended from time to time.
- 9.17 Union grievances shall be on the form set out in Appendix 1.
- 9.18 Release of Probationary Nurses

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/arbitration procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;

- (b) exercising a right under this Agreement

The Manor agrees to provide written reasons for the release of a probationary nurse within fourteen (14) days of such release. Such grievance shall proceed immediately to Step 2.

- 9.19 The Employer agrees to provide general written reasons within fourteen (14) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed their probationary period, without just cause.

ARTICLE 10 – PROFESSIONAL RESPONSIBILITY

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

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

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

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

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within fourteen (14) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within fourteen (14) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

The Employer will provide a written response to the Bargaining Unit President within fourteen (14) calendar days.

- iii) Failing resolution of the complaint within fourteen (14) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an

independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Manor and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.

- iv) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within fourteen (14) calendar days following completion of its hearing.
- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "B". During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of Chairs of Independent Assessment Committees.
- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
- (c) Time limits fixed in this process may be extended only by written, mutual consent of the parties.

10.02 Orientation /Inservice /Professional Development

- (a) An orientation and in-service program will be provided to all Nurses; these programs shall be reviewed and discussed from time to time by members of the Union - Management Committee.
- (b) A newly employed Nurse shall not be placed in charge, until they have been fully oriented to the Manor.
- (c) The following minimums shall be observed in the orientation of a newly-hired Nurse:
 - i) They are to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Manor, and the daily routine of Nurses in the Manor on all three (3) shifts.

- ii) The period of orientation shall be for a minimum of five (5) days. The Manor will not unreasonably deny requests for additional orientation.
 - iii) They shall be scheduled as an additional Nurse to the usual staffing pattern.
 - iv) The Nurse or Nurses involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired Nurse's personnel file, which will be reviewed with such Nurse, and the Nurse shall also be able to comment.
- (d) Both the Manor and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Manor will endeavour to provide programs related to the requirements of the Manor. The Manor will endeavour where practical to schedule in-services at times which will facilitate the attendance of nurses working outside the day shift.

10.03 Nurses recalled from lay off under Article 12.07 (a), nurses whose probationary period has been extended under Article 12.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Manor. A request by such a nurse for orientation shall not be unreasonably denied.

10.04 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Manor policy related thereto.

10.05 When a nurse is on duty and authorized to attend any in-service program within the Manor and during their regularly scheduled working hours, they shall suffer no loss of regular pay. When a nurse is required by the Manor to attend courses outside of their regularly scheduled working hours they shall be paid for all time spent in attendance on such courses at their regular straight time hourly rate of pay or overtime rates, as applicable.

Where the Manor requires e-learning, it will make reasonable efforts to enable e-learning requirements during a nurse's regular working hours. Where a nurse is unable to complete required Manor e-learning during regular working hours and is required to complete e-learning outside of their regular working hours, the Manor will compensate the nurse to a maximum up to four (4) hours per year that will be paid at their regular straight time hourly rate of pay.

Nurses who attend in-service sessions during their regularly scheduled working hours will be paid for same.

- 10.06 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Manor by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management.

- 10.07 The Manor undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Manor has decided to introduce which will significantly change the status of the nurse within the bargaining unit.

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

Nurses, who are subject to lay off due to technological change will be given notice of such lay off at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 12.07 will apply.

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

- 10.09 Liability Insurance

Should a Registered Nurse be required by the Ontario College of Nurses, to provide proof of the Employer's Liability Insurance, the Employer agrees that it will provide a copy of its Certificate of Insurance.

ARTICLE 11 – ACCESS TO FILES

- 11.01 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 their view to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Manor against the nurse.
- 11.02 Having provided a written request to the Director of Nursing and Personal Care or designate, a Nurse shall be entitled to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care or designate, at a mutually agreeable time.
- 11.03 The Manor will accommodate reasonable requests for copies of performance appraisals and records of discipline in a Nurse's file.
- 11.04 Any letter of reprimand, suspension or other sanction including counselling letters, will be removed from the record of a nurse eighteen (18) working months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one (1) year.

Copies of any letters which are put on an employee's record shall be provided to the employee and the Union.

ARTICLE 12 – SENIORITY

- 12.01 The probationary period shall be:
- (a) Four hundred fifty (450) hours worked for full-time employees,
 - (b) Four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees,
 - (c) Four hundred fifty (450) hours worked or eight (8) calendar months, whichever comes first, for casual part-time employees,
 - (d) With the written consent of the Manor, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Manor requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Manor will advise the employee and the

Union of the basis of such extension with recommendations for the employee's professional development,

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

A nurse who transfers from casual to regular part-time or to full-time status or vice-versa shall not be required to serve a probationary period where they have previously completed one since their date of last hire.

12.02 Seniority lists shall be established separately for all full-time and part-time 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 lists. A copy of the current seniority list will be filed with the Bargaining Unit President or designate on request but not more frequently than twice every year or otherwise by mutual agreement, in January and July. A copy of the seniority lists shall also be posted at the time. Nurses shall have fifteen (15) days from the date of posting to advise the Manor of any errors or omissions. When two or more nurses have the same seniority, they shall be placed in alphabetical order on all seniority lists.

- 12.03 (a) Seniority for full-time, part-time and casual nurses shall be defined as number of paid hours with the Employer since date of last hire, except as otherwise indicated in this Agreement.
- (b) Part-time and casual nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours equals one (1) year of seniority and service.

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

12.04 Change of Status

A nurse's full seniority and service shall be retained by the nurse in the event that they are transferred from full-time to part-time or to casual or vice-versa. A nurse whose status is changed from full-time to part-time or casual shall receive credit for their full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority and service. A nurse whose status is changed from part-time or casual to full-time shall receive credit for their full seniority and service for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 12.05 Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions.
 - (a) when on approved leave of absence with pay;

- (b) when in receipt of employer paid sick leave;
- (c) when in receipt of WSIB as the result of injury or illness incurred while in the employ of the Manor for a period of twenty-four (24) months;
- (d) in accordance with the *Employment Standards Act*, as amended from time to time, when on statutory leaves as outlined in Article 15.06.
- (e) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

12.06 Seniority shall be retained but not accumulated when a nurse is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay, not provided for in Article 12.05 above;
- (b) when absent due to layoff for a period of thirty (30) calendar months;
- (c) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty-six (36) months.
- (d) when on illness absence not paid by the employer for a period up to thirty-six (36) months.

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

12.07 A nurse shall lose all service and seniority and shall be deemed to have terminated if they:

- (a) resigns;
- (b) retires;
- (c) is discharged and not reinstated;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Manor's ability to provide adequate resident care, unless a satisfactory reason is given to the Manor;
- (e) fails to return to work (subject to provisions of Article 12.05 (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;

- (f) fails upon being notified of a recall to signify their intention to return within seven (7) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Manor and fails to report to work within fourteen (14) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties;
- (g) when in receipt of WSIB as the result of injury or illness incurred while in the employ of the Manor for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (h) when on illness absence not paid by the Manor for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (i) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (j) is laid off for more than thirty (30) calendar months.

12.08 Effect of Absence

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

- (a) The Manor shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the Nurse, provided that they pay the total cost of the premiums to the Manor for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The Nurses' anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the

commencement of the leave unless otherwise stated in this agreement.

- (f) Notwithstanding the above, the Manor shall continue to pay its share of the premium for the benefit plans for Nurses who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the *Ontario Employment Standards Act* for Nurses who are on statutory leaves as outlined in Article 15.06. It is understood that the obligation of the manor to pay its share of the health and welfare benefits while a Nurse is on WSIB shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that a Nurse who is entitled to continue benefits shall provide the Manor with monthly post dated cheques for the entire period of the leave before the commencement of the leave, for the amount required. Where the Nurse fails to provide cheques or where cheques are returned NSF, immediate discontinuation of benefits will result.

12.09

Positions Outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the vacancy. The employee shall have the right to return to their bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Manor six (6) weeks' notice. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. An employee will not accrue seniority while in a temporary position under this provision. An employee who remains outside of the bargaining unit beyond the period covered by this Article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

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

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

- (c) An employee who accepts a permanent position outside of the bargaining unit will lose all seniority held at the time of the transfer.
- (d) The period of time referred to above may be extended by agreement of the parties.
- (e) The Manor will advise the Union of the names of any employees pursuant to Article 12.09 (a) or (b).

12.10 The Union and the Employer agree to abide by the *Ontario Human Rights Code*, as amended from time to time.

12.11 Local Health Integration Networks and Restructuring

In the event of a health service integration with another service provider the Employer and the Union agree to meet.

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.
- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

ARTICLE 13 – JOB POSTING

13.01 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position with the bargaining unit is established by the Manor, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

(b) The Manor will provide a copy of all job postings to the Bargaining Unit President at the time of posting.

13.02 (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Manor. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Manor. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time

employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

A part-time employee who is awarded a temporary full-time position shall be deemed to retain their part-time status. Full-time employees cannot apply for a position under (a) above.

- (b) Vacancies and subsequent vacancies that are expected to exceed sixty (60) calendar days and are caused by pregnancy and/or parental leave, Union leave, Workplace Safety and Insurance Board (WSIB) leaves, sick leave under Article 14, and family medical leave or any other leave protected under the Employment Standards Act or the Human Rights Code will be posted as "Temporary Vacancies" and filled as per Article 13.05. For clarity, Article 13.02 (a) does not apply to these vacancies.
 - i) The parties agree that an employee who is awarded a vacancy under (b) shall retain their original position/status and shall have the right to return to their former position upon the return of the employee whose position they are filling.
 - ii) Where a Temporary Vacancy arises under (b), full-time employees can apply for full-time Temporary Vacancies only. Part-time employees can apply for either full-time or part-time vacancies. Positions will be awarded pursuant to Article 13.05.
- (c) A part-time employee who is awarded a temporary full-time position under (b) shall be deemed to retain their part-time status.
- (d) If no internal applicant is qualified to perform the required work, the Manor may fill the vacancy from outside the bargaining unit. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- (e) The employee shall have the right to return to their former position upon return of the employee whose position they are filling.

13.03 The Manor 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.

13.04 Where a Nurse will be absent on vacation, they may indicate in writing to the Director of Nursing and Personal Care or Designate their interest in any posting that may occur during their absence. This written indication will be treated as an application for the posting.

- 13.05 Notwithstanding the level of entry to practice which became effective in 2005, the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- 13.06 In all cases of job postings under Article 13.01 (a) and 13.02 (b) above, the following factors shall be considered:
- (a) ability, experience and qualifications;
 - (b) seniority
 - (c) Where the factors in Article 13.02 (b)(i) are relatively equal, seniority shall govern. Seniority will be determined as of the date the job was posted. The Manor will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01 A layoff shall include a cessation of work or a reduction in the nurse's regularly scheduled hours of work.
- 14.02 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.
- 14.03 All regular part-time and full-time nurses represented by the Union who are on lay off will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
- 14.04 A lay off of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- 14.05 Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Manor and Union, provided that the nurse is qualified to perform the available work. A Nurse will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within fourteen (14) calendar days unless otherwise agreed.
- 14.06 In the event of a proposed lay off at the Manor of a permanent or long-term nature, the Manor will:
- (a) provide the Union with no less than ninety (90) calendar days' notice of such lay off, and

- (b) provide the affected nurse with no less than sixty (60) calendar days' notice of such lay off, and
- (c) meet with the Union to review the following:
 - i) the reasons causing the lay off;
 - ii) the service which the Manor will undertake after the lay off;
 - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

In the event of a proposed lay off at the Manor which is not of a permanent or long-term nature or a bed cut-back or a cut-back in service which will result in displacement of staff, the Manor will provide the Union with reasonable notice. If requested, the Manor will meet with the Union to review the reasons and expected duration of the bed cut-back or cut-back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Manor and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of lay off shall be in accordance with the provisions of the *Employment Standards Act*.

14.07 The job posting requirements apply, prior to the exercise of recall rights by laid off nurses and notwithstanding the existence of layoff notices.

14.08 (a) The Resident Care Co-ordinator excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in lay off, loss of seniority or service.

(b) The Manor shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay off of a nurse other than casual part-time nurses follows. Contracting out to an Employer who is organized and who will employ the Nurses of the bargaining unit who would otherwise be laid off 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.

NOTE: The parties agree that both seniority lists and layoff and recall rights of part-time nurses shall be separate from full-time nurses.

14.09 Full-time Employees on layoff may continue to participate in benefit plans in accordance with the terms and conditions of the plan provided that they

make arrangements for payment of the entire cost of benefits, both the employer and the employee premium costs.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Personal Leave of Absence

The Director of Nursing and Personal Care or designate may grant a request for leave of absence for personal reasons without pay provided that the nurse gives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Manor. Nurses, when applying for such leave, shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

15.02 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One of the days of leave shall include the day of the death, funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an Employee may save one or all of the days identified above without loss of pay to attend the interment or ceremony if there is one and it is delayed.

- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay including the date of the death, funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the death, funeral, or if there is no funeral, an equivalent service for their aunt or uncle, niece or nephew.

- (e) In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an employee may save one of the days identified above without loss of pay to attend the interment or ceremony.
- (f) An employee will not be eligible to receive payment for any period in which they are receiving any other payments. For example, holiday pay or sick pay.
- (g) Where it is necessary, the employee may apply for personal leave of absence, in accordance with Article 15.10, in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

15.03

Jury & Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the Manor, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Manor immediately on the nurse's notification that they will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Manor the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (d) Where the Manor requires a nurse to attend any meetings with a Manor's counsel in preparation for a case which either arises from a nurse's employment with the Manor or otherwise involves the Manor, the Manor will make every reasonable effort to schedule such meetings at the Manor during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of their regularly scheduled hours, the nurse shall be paid for all hours spent in such meetings at their regular straight time hourly rate of pay. The nurse's schedule shall be rearranged within the pay period to ensure the straight hourly rate of pay is maintained. Such arrangement shall be made in consultation with the nurse.

15.04

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and a certificate from a legally qualified medical practitioner stating the expected birth date and the expected date of return.
- (c) The nurse shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Manor at least four (4) weeks in advance thereof. The nurse shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- (d) The period of the leave shall not be included in any probationary period.
- (e) 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 Manor, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successful completion of their probationary period. The nurse shall be credited for all hours worked towards the probationary period.

The Manor 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.

- (f) The Manor may request a nurse to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant woman or the performance or non performance of their work is materially affected by the pregnancy.
- (g) Upon confirmation by the Employment Insurance Commission of the appropriateness of the Manor's Supplemental Unemployment Benefit (SUB) Plan, a full-time nurse who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to Section 22 and 23 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Manor of the nurse's

Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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.

15.05 Parental Leave

- (a) A nurse who becomes a parent of a child is eligible for a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care or control of the parent for the first time. The nurse shall give the Manor written notification at least four (4) weeks prior to the commencement of the leave, stating the expected start date of the leave and the expected date of return. The parental leave of a nurse who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time. A nurse who has taken a pregnancy leave under Article 13.04 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may take a 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 Manor 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 their former position, unless that position has been discontinued in which case they 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 Manor, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successful completion of their probationary period. The nurse shall be credited for all hours worked towards the probationary period. The Manor 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 period of the leave shall not be included in any probationary period.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Manor's Supplemental Unemployment Benefit (SUB) Plan, a full-time nurse who is on parental leave as provided under this agreement who has applied for and is in receipt of Employment Insurance benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the nurse's regular weekly earnings and the sum of their weekly Employment Insurance benefits. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Manor of the nurse's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The 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.

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

15.06 Statutory Leaves

Nurses may be granted statutory leaves in accordance with the requirements of the Ontario Employment Standards Act as amended from time to time.

15.07 Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to nurses to attend professional and educational meetings, courses, or other events which may be judged beneficial to the Nurse's professional development, especially as it relates to their responsibilities with the Manor.
- (b) Where a Nurse is required by the Manor to attend training, a course or workshop, the Manor agrees to pay any applicable fee and the Employer agrees to compensate such Nurses for any scheduled hours missed as a result of attending the training, course or workshop. This provision does not apply to CPR Certification or Recertification.
- (c) When required by a certifying body to update a nurse's qualifications, except where this matter is covered by another provision of the Collective Agreement, the Manor shall grant leave of absence without pay which shall include the time required to write any examinations.

15.08 Leave for Union Business and Local Co-ordinators

The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings and to any nurse elected to the position of Local Coordinator. The total amount of leave of absence under this Article in any calendar year may not exceed twenty-five (25) days for the Local Coordinator and twenty-five (25) days for the Bargaining Unit functions, and the number of nurses that may be absent at any one time shall not exceed two (2). The Union must provide the Manor with at least one (1) month notice prior to the date the nurse is to be absent and provided that replacement staff is available to accommodate such leave. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Manor and the Local Union agrees to reimburse the Manor in the amount of the full cost of the salary and the Manor's contributions to benefits and percentage in lieu of benefits in the case of part-time employees, except for Provincial Committee meetings which will be reimbursed by the Union. The Manor will bill the Local Union within six (6) months of the date of the leave of absence. The Local Union shall reimburse the Manor within three (3) months of receiving the invoice. Part-time nurses will receive service and seniority credit for all leaves granted under this Article.

15.09 Leave of Absence: Board of Directors of the Ontario Nurses' Association

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted a leave(s) of absence without loss of pay, without loss of seniority or benefits up to a total of one hundred (100) days annually. Leaves of absence for board members of the Ontario Nurses' Association will be separate from the union leave provided in (a) above. During such leaves of absence salary and benefits will be kept whole by the Manor and the Union agrees to reimburse the Manor for such salary and Manor contribution to benefits and percentage in lieu in the case of part-time employees. The nurse must request the leave not less than fourteen (14) calendar days in advance.

15.10 Leave, President, Ontario Nurses' Association

A nurse who is elected to the office of the President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to six (6) years. During such leave(s) of absence salary and benefits will be kept whole by the Manor and the Union agrees to reimburse the Manor for such salary and Manor contributions to benefits and percentage in lieu in the case of part-time employees. The nurse agrees to notify the Manor of their intention to return to work within two (2) weeks following the termination of office.

15.11 ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g. 3,000 hours of part-time RN service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.08, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of their intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

During such leaves of absence all salary, statutory benefits, pension, vacation and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits unless the Union decides to take sole responsibility for these employee obligations.

- 15.12 The Employer agrees to keep the salary and benefits whole for all employees on Union Leave and will bill the Union for such salary, as well as nineteen percent (19%) for all pension, vacation, and benefit reimbursement. It is understood that employees accrue seniority and service for all purposes while on these leaves.

ARTICLE 16 – SICK LEAVE AND LONG-TERM DISABILITY

- 16.01 Full-time nurses shall accumulate sick leave credits at the rate of one and one-half (1.5) days per month or eighteen (18) days per year. Sick leave credits are earned for each month in which a full-time nurse receives at least ten (10) days of pay from the Employer. Full-time nurses shall be entitled to carry forward unused sick leave credits to a maximum of eighteen (18) days in their sick leave banks.

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

The full-time nurse shall apply for sick leave benefits available under the *Employment Insurance Act* once their sick leave bank is exhausted. The Employer shall top up the Employment Insurance benefits applied for and received by the nurse in order to ensure that the nurse receives seventy percent (70%) of their regular weekly earnings for the period that the nurse remains entitled to benefits under the *Employment Insurance Act*.

Reporting Requirement: Nurses must notify the Director of Care, Assistant Director of Care or Charge Nurse directly at least three (3) hours prior to the commencement of the scheduled shift in order to advise of any illness that prevents them from working. The nurse shall provide a telephone number where they can be reached during the period of absence.

Medical Certificates: For illness lasting more than three (3) scheduled working shifts, all nurses will provide a medical certificate signed by the treating physician, registered midwife or Nurse Practitioner indicating that they have been examined during the period of illness. Nurses who have utilized more than seven (7) days of sick leave in an anniversary year may be required to provide a medical certificate for any subsequent periods of illness at the discretion of the Employer. Where a medical certificate is required by the Employer, the Employer agrees to reimburse the nurse for the cost of the medical certificate, to a maximum amount of thirty dollars (\$30.00).

Medical Information: Nurses are expected to co-operate in ensuring an early and safe return to work and may be required to provide information from the treating physician which includes any workplace limitations, restrictions and prognosis for the return to regular duties. Nurses may be required to co-operate in an evaluation of their functional abilities at the discretion of the Employer.

- 16.02 Sick leave credits do not accrue while an employee is on sick leave, non-work related injury or unpaid leave of absence.
- 16.03 When a nurse has completed any portion of their regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Board benefits, they shall be paid for the balance of the tour at their regular straight time hourly rate.
- 16.04 Nurses returning to work from injury compensable under the Workplace Safety and Insurance Board will be assigned light work as necessary, if available.
- 16.05 The Manor will notify each nurse of the amount of unused sick leave in their bank annually.
- 16.06 Absences due to pregnancy related illness shall be considered as sick leave under the Sick Leave Plan.
- 16.07 Long Term Disability
- The full-time nurse shall pay one hundred percent (100%) of the billed premium cost for the provision of a long term disability benefit. Eligibility for participation and entitlement to such benefits will be in accordance with the governing rules and regulations of the plans of the insurance carrier.

ARTICLE 17 – HOURS OF WORK

- 17.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Manor 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 (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, and seventy-five (75) hours in a bi-weekly period, it being understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend

beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 18.

- (b) Nurses shall be entitled, subject to the exigencies of resident care, to relief periods during the tour on the basis of fifteen (15) minutes for each half (½) tour.
- (c) There shall be a minimum sixteen (16) hours between changes of tour except by mutual agreement.
- (d) A nurse shall not be required to work more than six (6) consecutive days except by mutual consent.
- (e) A nurse shall be scheduled every other weekend off.
- (f) If a nurse is required to work on a third and subsequent consecutive weekend they will receive time and one-half (1½) for all hours worked on that weekend save and except where:
 - i) such weekend has been worked by the nurse to satisfy specific days off requested by the nurse; or
 - ii) such nurse has requested weekend work; or
 - iii) such weekend is worked as a result of an exchange of shifts with another nurse.
 - iv) the parties agree that nurses who are asked to work the 3rd consecutive and subsequent weekend have the right to refuse such work and are not “required to work” within the meaning of this Article.
- (g) The Manor will schedule Nurses to work either Christmas or New Years and will alternate Nurses from year to year between the two holidays. The Manor will schedule at least three (3) consecutive days off over the Christmas or New Year’s period which shall include December 24th, 25th and 26th (Christmas) and December 31st and January 1st (New Year’s).

Request may be submitted for four (4) consecutive days. Such requests will not be unreasonably denied subject to the staffing needs of the employer.

Preferences for days off at Christmas or at New Year’s must be submitted by October 15th and the Manor will post the work schedule covering the Christmas and New Year’s period by November 15th.

- (h) Requests for a change in the posted schedule must be submitted in writing and co-signed by the nurse willing to exchange days off or tour duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Manor, shall not result in overtime compensation or payment. Exchange of shifts must occur during the same pay period where possible, for the same number of working hours.

17.02 Casual and part-time employees working less than seventy-five (75) hours per pay period will provide their availability for relief shifts to the Scheduler one (1) month prior to the posting of the schedule. When additional tours not attracting premium under Article 18.01 become available, they will be offered first by seniority to the regular part-time on that shift then in order of seniority to part-time nurses and then to the casual nurses.

17.03 Schedules will be posted two (2) weeks in advance for a period of four (4) weeks. It shall be the responsibility of the nurse to consult posted work schedules. The Manor will provide notice of a change to the posted schedule directly to the nurse and will endeavour to provide as much advance notice as is practicable of a change in the posted schedule.

17.04 If a nurse is scheduled rather than requested to work more than six (6) consecutive days, they shall be paid at the premium rate of time and one-half (1½) their regular straight time rate for the seventh and each successive day scheduled until a day off is scheduled save and except when a nurse requests that they work more than six (6) consecutive days.

17.05 An employee will be paid for actual hours worked during a shift that is impacted by daylight savings time. Overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of a change-over to daylight saving from standard time or vice versa.

17.06 Individual Special Circumstance Arrangements

The Manor and the Union agree that the intention of creating this type of schedule is to aid in the retention of staff nearing retirement who might extend their career with the Manor if their full-time hours were reduced. The schedule of an individual full-time employee who normally works seventy-five (75) hours bi-weekly could be adjusted to enable an average bi-weekly assignment of sixty (60) or sixty-seven and one-half (67.5) hours. It is agreed the reduction in hours will not be reduced from weekend work.

	<u>OPTION "A" (.8 FTE)</u>	<u>OPTION "B" (.9 FTE)</u>
BI-WEEKLY HOURS	60 hours	67.5 hours
DENTAL/MEDICAL	Same cost sharing as Full-time	Same cost sharing as Full-time
SEMI-PRIVATE	Same cost sharing as Full-time	Same cost sharing as Full-time
RRSP	Calculated on .8 of gross	Calculated on .9 of gross
NHRPP	Based on normal 37.5 hours per week pension contributions	Based on normal 37.5 hours per week pension contributions
PAID HOLIDAYS	90 hours (10 paid holidays @ 7.5 hrs)	90 hours (10 paid holidays @ 7.5 hrs)
VACATION	Based on budgeted .8 FTE i.e. 4 wk entitlement = 16 days	Based on budgeted .9 FTE i.e. 4 wk entitlement = 18 days
GROUP LIFE	Based on budgeted .8 FTE	Based on budgeted .9 FTE
SICK LEAVE	Based on budgeted .8 FTE	Based on budgeted .9 FTE
LONG TERM DISABILITY	Based on budgeted .8 FTE	Based on budgeted .9 FTE
ANNIVERSARY INCREASE	Remains on established date	Remains on established date

The hours created by the granting of an Individual Special Circumstance Arrangement will be offered on a temporary basis to the regular part-time partner of the full-time nurse. Where the regular part-time partner declines the offer of the additional temporary work, the work will be offered to regular part-time or casual nurses. The disposition of the remaining shifts will be determined prior to the approval of the Individual Special Circumstance. Nurses in these positions are not entitled to declare their availability for additional shifts. Nurses in an Individual Special Circumstance will be paid Overtime premiums in accordance with Article 18.01.

ARTICLE 18 – PREMIUM PAYMENT

- 18.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the nurses' regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing and

Personal Care or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein.

- 18.02 An additional tour attracting premium under Article 18.01 will be offered by seniority to full-time, part-time and casuals combined.
- 18.03 When an Nurse is required to work on a paid holiday or on a day for which they are entitled to receive time and one-half (1½) their regular straight time hourly rate and they are required to work additional hours following their normal seven and one-half (7½) hour tour on that day, they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.
- 18.04 If a Nurse reports for work at the regularly scheduled time and no work is available, such Nurse will be paid a minimum of four (4) hours pay at their regular straight time hourly rate, provided the Nurse has not previously received notification orally or in writing not to report.
- 18.05 Where a nurse has completed their regularly scheduled shift and left the Manor and is required to return to work outside their regularly scheduled working hours, they shall receive time and one-half (1½) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, they will receive time and one-half (1½) their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.
- 18.06 Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate [i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½)]. All banked time must be taken within thirty (30) calendar days of being earned and must be taken as full shifts. Use of banked time is subject to scheduling in advance.
- 18.07 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 (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of their new schedule.
- 18.08 If a Nurse works two consecutive shifts they shall be provided a meal by the Manor. Night shift Nurses shall have access to the kitchen for this purpose.

18.09 The Manor is not required to offer work that will result in premium pay. There shall be no pyramiding of benefits under this Agreement.

18.10 Effective July 1, 2021: A nurse shall be paid a shift premium of one dollar and fifteen cents (\$1.15) for each hour worked which falls within the hours defined as an evening shift and one dollar and fifteen cents (\$1.15) 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.

Effective July 1, 2022: A nurse shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) for each hour worked which falls within the hours defined as an evening shift and one dollar and twenty-five cents (\$1.25) 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.

Effective July 1, 2023: A nurse shall be paid a shift premium of one dollar and thirty cents (\$1.30) for each hour worked which falls within the hours defined as an evening shift and one dollar and thirty cents (\$1.30) 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 7.5 hours. The defined hours of an evening shift shall be 1500 to 2300 hours and night shift shall be 2300 to 0700 hours.

18.11 Effective July 1, 2021: A nurse shall be paid a weekend premium of one dollar and twenty cents (\$1.20) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective July 1, 2022: A nurse shall be paid a weekend premium of one dollar and thirty cents (\$1.30) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective July 1, 2023: A nurse shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

If a nurse is receiving premium pay under Article 18.03, they will not receive weekend premium under this provision.

18.12 Responsibility Pay

An employee who is designated in writing to relieve the Director of Care, shall be paid ten dollars (\$10.00) per shift for each shift so worked, in addition to their regular rate of pay.

Where the Manor changes its master schedule to 12 hour tours, this rate will be converted to fifteen dollars (\$15.00) per shift

The Manor shall, when no supervisor is on duty, designate one employee when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive ten dollars (\$10.00) per shift in addition to their regular rate of pay.

Where the Manor changes its master schedule to 12 hour tours, this rate will be converted to fifteen dollars (\$15.00) per shift.

ARTICLE 19 – PAID HOLIDAYS

19.01 The following shall be recognized as paid holidays:

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

Employees shall qualify for and receive holiday pay in accordance with the provisions of the *Employment Standards Act*, as amended from time to time.

(a) Accommodation of Spiritual or Cultural Observances

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

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and the employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the collective agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 19.04.

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

19.02 Regular full-time and part-time employees will be permitted to take up to one (1) paid personal day per calendar year based on paid time off earned during the preceding calendar year. The paid personal day is for personal business that cannot be taken care of outside regular business hours, and for other events of personal significance. Personal paid days may not be used to extend scheduled vacations.

An eligible employee will earn seven and one-half (7.5) hours of paid time off for every nine hundred and seventy-five (975) hours paid time, excluding paid sick leave.

Personal paid days may be taken only after it has been earned, and must be used during the calendar year. There shall be no carryover of personal paid days from year to year and there shall be no payment for unused personal days at the end of any calendar year or in the event of termination.

19.03 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour.

19.04 A nurse required to work on any of above named holidays shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holiday. In addition, the full-time nurse will receive a lieu day off with pay in the amount of their regular straight time hourly rate of pay times the number of hours in a normal daily tour.

19.05 (a) In order to be eligible for a paid holiday, a Nurse must have worked their last scheduled shift immediately preceding, and their first scheduled shift immediately following, the holiday; provided a Nurse shall not lose holiday pay if they are absent on any such days, and such absence is a scheduled day off, is a vacation day, is excused by the Manor, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Nurses shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or unpaid leave of absence over thirty (30) days.

(b) An otherwise eligible Nurse, who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit their holiday pay for the particular holiday unless absent for a bona fide reason.

19.06 (a) If a paid holiday falls during a full-time Nurse's vacation, their vacation shall be extended accordingly, unless the Nurse and the

Manor agree to schedule a different day off with pay on a mutually agreeable day within a period of one hundred and twenty (120) days after the holiday, providing the Nurse qualifies for the holiday pay.

- (b) If a paid holiday falls on a full-time Nurse's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of one hundred and twenty (120) days after the holiday, providing the Nurse qualifies for the holiday pay.
- (c) Failing such mutual agreement in either (a) or (b) above or failure of the Nurse to provide notice in writing of a request to bank the paid holiday, the Nurse shall receive payment in accordance with Article 12.02.

ARTICLE 20 – VACATIONS

20.01 The Employer will provide full-time, part-time, casual nurses with vacation pay as follows:

- (a) Less than one (1) year of completed service to receive vacation with pay on the basis of one-point two-five (1.25) days for each completed month of service in the amount of six percent (6%) of gross earnings.
- (b) One (1) year but less than three (3) years of completed service to receive three (3) weeks of vacation with pay based upon six percent (6%) of gross earnings in the previous twelve (12) month period and accumulated on the basis of one-point two-five (1.25) days per month of completed service.
- (c) Three (3) years but less than fifteen (15) years of completed service to receive four (4) weeks of vacation with pay based upon eight percent (8%) of gross earnings in the previous twelve (12) month period and accumulated on the basis of one-point six-six-six (1.666) days per month of completed service.
- (d) Fifteen (15) years but less than twenty-three (23) years of completed service to receive five (5) weeks of vacation with pay based upon ten percent (10%) of gross earnings in the previous twelve (12) month period and accumulated on the basis of two-point zero-eight (2.08) days per month of completed service.
- (e) Twenty-three (23) or more years of completed service to receive six (6) weeks of vacation with pay based upon twelve percent (12%) of gross earnings in the previous twelve (12) month period and accumulated on the basis of two-point five (2.5) days per month of completed service.

- (f) Twenty-five (25) or more years of completed service to receive seven (7) weeks of vacation with pay based upon fourteen percent (14%) of gross earnings in the previous twelve (12) month period and accumulated on the basis of two-point eight-three (2.83) days per month of completed service.
- (g) Part-time and casual nurses shall receive vacation entitlement as outlined above on the basis of fifteen hundred (1500) hours paid equals one (1) year of service.

20.02 The previous year's wages shall include straight time wages for paid hours received in the previous year but shall exclude vacation pay, premium pay and employer contributions to the Group RRSP and premiums for benefits.

20.03 A nurse who leaves the employ of the Manor for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the date of their separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

20.04 The Employer shall make a yearly vacation planner available to employees by February 1st to enable employees to request, in writing, their preferred time(s) for vacation as per the following schedule. The vacation planner will cover a twelve (12) month period, from June 1st of the current year up to and including May 31st of the next year. Requests made outside of the identified time periods will be treated on a first come first served basis. Any request that is denied pending coverage must be approved or denied a minimum of fourteen (14) working days prior to the vacation date(s) being requested.

Vacation Period	Request Due Date	Date Posted
January 1 st – June 30 th	October 31 st	December 1 st
July 1 st – December 31 st	April 30 th	June 1 st

20.05 Where there is a conflict between nurses concerning vacation request, seniority shall prevail provided that the vacation request was given within the agreed upon timeframes. Nurses submitting their vacation request outside of the agreed timeframes will be treated on a first come first serve basis.

Vacation requests for any other time of the year shall be submitted two (2) weeks in advance of the desired vacation time off and requests will be granted on a first come, first served basis. A written reply will be given within seven (7) calendar days of the request.

Single vacation days may be granted at the discretion of the Director of Nursing and Personal Care and such requests are subject to operational requirements and shall not be unreasonably withheld.

20.06 All vacations must be utilized by the end of the anniversary year following that in which it is earned. Any unused vacation will be scheduled in the last month of the anniversary year following that in which it was earned. There shall be no pay out of vacation pay, except upon termination of employment or unless otherwise agreed. Nurses will be advised three (3) months prior to their anniversary of the amount of their vacation entitlement.

Employees entitled to twenty (20) days vacation may request to carryover up to five (5) days of vacation to the next year. Requests to carryover vacation must be in writing to the Director of Nursing and Personal Care and must be made three (3) months prior to the anniversary date and if approved, must be used within three (3) months following the anniversary date.

20.07 Vacations - Interruption

- (a) Where a nurse's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the nurse provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing nurse becomes seriously ill requiring them to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization.
- (c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement and jury and witness duty, the employee shall be entitled to bereavement leave and/or jury and witness duty in accordance with Articles 15.02 and 15.03.
- (e) The portion of the employee's vacation which is deemed to be bereavement and jury and witness duty leave under the above provisions will not be counted against the employee's vacation credits.

20.08 Casual and part-time employees shall receive vacation percentage in accordance with their service under Article 20, on each pay.

20.09 On the death of a nurse, the vacation allowance will be paid to the nurse's estate forthwith.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

- 21.01 The Employer agrees to provide benefits in accordance with the terms of the Employer's Benefit Plan (see Taking Care Benefits Booklet) as it may be amended or supplemented from time to time by the Employer in its absolute discretion.
- 21.02 The Employer shall pay for existing single core benefits as follows:
- (a) Basic Life Insurance (core benefits of one (1) times annual earnings) – one hundred percent (100%) of premiums
 - (b) Basic Accidental Death and Dismemberment (core benefits of one (1) times annual earnings) – one hundred percent (100%) of premiums
 - (c) Long term Disability - premiums are one hundred percent (100%) paid by the Nurse.
 - (d) Health and Dental - one hundred percent (100%) of single core coverage premium; plus where applicable, fifty percent (50%) of the differences in premiums between single core coverage and either the couple core coverage or the family core coverage, as applicable: all additional coverage beyond the core plans shall be paid for by the nurse. Upon presentation of the receipt(s) to the employer, vision care shall include an additional one hundred dollars (\$100) every twenty-four (24) months and an additional seventy-five dollars (\$75) for eye exams.
- 21.03 For purposes of health and welfare benefits under Article 21.01, dependent coverage is available to the nurse, to cover their same sex partner and their dependents, in accordance with the terms and conditions of the plans.
- 21.04 The Manor shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Manor's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the nurse and the insurer. The Manor will notify the Union if it intends to change the Insurance Carrier or its Plans.

ARTICLE 22 – RETIREMENT INCOME PLAN

22.01 The Nursing Homes and Related Industries Pension Plan

Effective upon ratification:

In this Article, the terms used shall have the meanings as described:

“Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked, including:

- (a) the straight time component of hours worked on a holiday;
- (b) holiday pay, for the hours not worked; and
- (c) vacation pay.
- (d) paid Union Leaves
- (e) “Eligible Employee” means full-time, part-time and casual employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

All other payments, premiums, allowances etc. are excluded.

22.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

22.03 The employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

22.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

22.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, CH P-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The Employer will endeavour to provide the following information to the Administrator of the Plan in electronic format if the Employer has the technology.

For further specificity, the items required for each eligible employee are:

(a) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of first Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(b) To be Provided with each Remittance

Name

Social Insurance Number

Monthly remittance

Pensionable Earnings

Year to Date Earnings,

Manor portion of arrears owing due to error, or late enrolment by the Manor

- (c) To be Provided Initially and if Status Changes
 - i) Full Address as provided to the Employer
 - ii) Termination date where applicable (MM/DD/YY)
 - iii) Gender
 - iv) Marital Status
- (d) To be Provided Annually but no later than December 1
 - i) Current complete address listing.
 - ii) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits.
 - iii) All approved leaves of absence including type of leave.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

22.06 If there is an allegation of non payment of pension contributions, the Union will file a grievance.

ARTICLE 23 – MISCELLANEOUS

23.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Manor. The cost of printing the Collective Agreement will be shared equally by the Manor and the Local Union.

23.02 It shall be the duty of each nurse to notify the Manor promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Manor will not be responsible for failure of a notice sent by registered mail to reach such a nurse.

A nurse shall notify the Manor of any change to their telephone number.

23.03 The Manor shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Manor pursuant to the *Long Term Care Homes Act*.

23.04 The Manor shall provide bulletin board space for the use of the Union. All items placed on the board shall be authorized in writing by the Director or Resident Care or designate.

23.05 The Manor, with the nurse's consent as provided on the incident report, will inform the Union within three (3) days of any nurse who has been assaulted while performing their work.

This information will be provided to the Union in the form of a photocopy of the filled-in incident report.

The Manor will consider request for reimbursement for damages incurred to the nurse's personal property such as eyeglasses, ripped uniforms, personal clothing as a result of being assaulted while performing their work.

23.06 Where the employer provides electronic paystubs and/or T-4 slips, the employer will provide accessibility to a computer and printer, or a hard copy.

23.07 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients 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 Manor 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 Manor recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in the Manor until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this

effect, they will be placed on leave and will be able to access sick leave or vacation.

- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Manor will not oppose the claim.
- (g) Notwithstanding the above, the Manor may offer the vaccine on a voluntary basis to nurses free of charge.

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

23.08 Unless existing benefits, rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

ARTICLE 24 – JOB SHARING

24.01 The Union and the Manor agree to introduce Job Sharing arrangements. The Manor will notify the union when a Job Sharing arrangement is requested.

Job sharing requests with regard to full-time positions shall be considered on an individual basis.

24.02 The employees involved in job sharing are entitled to all the terms of the part-time Collective Agreement except those which are modified as follows:

- (a) Schedules will conform with all of the full-time scheduling provisions.
- (b) Job sharers will have the option of determining between themselves which partner will work on a scheduled tour, however, all scheduled tours must be covered. The division of shifts will not be unilaterally imposed or changed by the Employer. Once the schedules are posted they will not be changed without the permission of the Director of Nursing and Personal Care or designate. Such permission will not be unreasonably withheld.

Where possible, employees will be granted at least two (2) consecutive days off over either Christmas or New Year's. When one or both job sharers work over Christmas, neither can be required to work over New Year's, and vice versa unless mutually agreed otherwise as per Article 17.01 (g).

(c) Coverage

It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Director of Nursing and Personal Care or designate will be notified and will be responsible to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences, however first right of refusal shall be given to the job share partner.

(d) Vacation

The job sharers shall not be required to cover for each other for vacation, unless otherwise mutually agreed.

(e) Paid Holidays

Job sharers will not be required to work, in total, more statutory holidays than would one (1) full-time employee, unless mutually agreed otherwise.

(f) Each job sharer may exchange shifts with their partner as well as other employees as provided by the Collective Agreement.

(g) Implementation

Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.

(h) An incumbent full-time employee wishing to share their position may do so without having their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

(i) If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or revert to a casual position for which they are qualified. If they do not continue full-time, the position must be posted according to the Collective Agreement.

(j) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall

be held between the parties within fifteen (15) days to discuss the discontinuation and to agree upon the mechanism of discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 25 – OCCUPATIONAL HEALTH & SAFETY

25.01 Violence Prevention and Control

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

- (a) The Employer in consultation with the joint health and safety committee shall review and make recommendations with regard to violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- (b) At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
 - i) the employer, on the advice of the joint health and safety committee or health and safety representative, if any, determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of a worker.
- (d) The Employer will provide training on violence prevention and control measures, procedures, practices and equipment to all employees as part of a new employee's orientation and at least annually thereafter.
- (e) The Joint Occupational Health and Safety Committee will conduct initial and on-going risk assessments to determine violence prevention and control measures, procedures, practices, equipment and training.
- (f) The Joint Health and Safety Committee will review compliance with violence prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- (g) The JHSC will inspect an area affected by violence as frequently as recommended by the JHSC, to review compliance with violence

prevention and control measures, procedures, practices, equipment and training.

- (h) Employees involved in a critical incident will be given the contact information for the Employees Assistance Program immediately.

25.02 Needlestick/ Sharps Safety

- (a) Where workers may be exposed to a bloodborne pathogen, the employer, with the input of workers throughout the institution through the joint health and safety committee, shall identify existing or potential exposure risks and develop plan designed to eliminate or reduce potential exposure.
- (b) Incident reports will contains detailed information including the type of device involved, the manufacturer, brand and model, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- (c) The incidence of needle sticks shall be reviewed regularly by the Joint Health and Safety Committee and updated as required, at least annually, to reflect changes in technology and practices that will help eliminate exposure to bloodborne pathogens.
- (d) Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls the Employer shall use administrative controls, including recommendations for best practices, policies and procedures to further reduce exposure or risk of exposure.
- (e) The employer, through the joint health and safety committee, shall adopt of measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury.

25.03 The Manor in consultation with the Joint Occupational Health and Safety committee agrees to implement and amend as appropriate policies pertaining to the provisions of a safe and healthy work place and Musculoskeletal Injury Prevention.

- 25.04
- (a) The Manor will notify the Bargaining Unit President or designate of the names of all nurses who go off work due to a work related injury or when a nurse goes on LTD.
 - (b) The Employer and the Union agree to facilitate, where available, early and safe modified employment for nurses who have provided satisfactory evidence of permanent or temporary, work related or non-work related disability as specified in applicable legislation. An accommodation committee will be in place to review the nurse's

limitations. The committee will consist of (1) employer designate, (1) union designate and the nurse involved.

- (c) When requested by the Nurse, the Manor agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

25.05 Personal Protective Equipment

- (a) An employee who is or may be required by their Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (b) Personal protective equipment that is to be provided, worn or used shall:
 - (i) be properly maintained;
 - (ii) be inspected for damage or deterioration;
 - (iii) be properly stored in a convenient, clean and sanitary location when not in use.
 - (iv) be fit tested during the initial orientation period. Where required, employees will be retested upon request or at any other time as required by the Manor, the government of Ontario or any other public health authority.

ARTICLE 26 – COMPENSATION

- 26.01 A nurse is required to present to the Director of Nursing and Personal Care or designate on or before January 15th of each year, evidence that their General Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's General Certificate of Registration to remain in effect. If the nurse's General Certificate of Registration is not provided by the nurse by January 15th, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that their General Certificate of Registration has been reinstated, they shall be reinstated to their position effective upon presenting such evidence. Failure to provide evidence within thirty (30) calendar days of the nurse being placed on non-disciplinary suspension by the Manor will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Manor. Such termination shall not be the subject of a grievance or arbitration.

26.02 An annual increment shall be paid on each full-time nurse's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time nurses.

26.03 Percentage In Lieu

All regular part-time and casual nurses shall receive twelve point five percent (12.5%) in lieu of fringe benefits. Percentage in lieu of fringe benefits shall be calculated in accordance with the following formula.

Applicable straight time hourly rate + 12.5%.

26.04 Claim for recent 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. The nurse shall provide verification of previous experience so that their recent related clinical experience will be determined and evaluated during their probationary period. Having established the recent related clinical experience during the probationary period, the Employer will credit a new nurse with one (1) annual service increment for each full year of experience (calculated pursuant to the formula set out in Article 12.03) 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 Employer.

26.05 (a) When a new classification in the bargaining unit is established by the Manor or the Manor makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Manor shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Manor agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Manor and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 9, it being understood that any Arbitration Board/Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Manor and duties and responsibilities involved.

(b) Any change in the rate established by the Manor either through meetings with the Union or by a Board of Arbitration/Sole Arbitrator,

shall be made retroactive to the time at which the new or changed classification was first filled.

- 26.06 All amended provisions are effective the date of ratification or award unless otherwise provided. Retroactivity will be paid within three full pay periods of ratification or award on the basis of hours paid. Retroactive pay will be paid on a separate cheque.

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

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

ARTICLE 27 – DURATION

- 27.01 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.
- 27.02 This Agreement shall continue in effect from July 1, 2021 until June 30, 2024 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.

APPENDIX A – RATES OF PAY**Registered Nurse**

Step	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$31.13	\$31.67	\$32.22
1 Year	\$32.47	\$33.04	\$33.61
2 Years	\$33.53	\$34.11	\$34.71
3 Years	\$35.32	\$35.94	\$36.56
4 Years	\$36.74	\$37.38	\$38.04
5 Years	\$38.50	\$39.18	\$39.86
6 Years	\$40.19	\$40.89	\$41.61
7 Years	\$43.61	\$44.37	\$45.15
8 Years	\$47.12	\$47.95	\$48.78

Geriatric Nurse Specialist

Step	July 1, 2021	July 1, 2022	July 1, 2023
Start	\$32.88	\$33.46	\$34.05
1 Year	\$34.29	\$34.89	\$35.50
2 Years	\$35.42	\$36.04	\$36.67
3 Years	\$37.29	\$37.94	\$38.60
4 Years	\$38.83	\$39.51	\$40.20
5 Years	\$40.68	\$41.39	\$42.11
6 Years	\$42.48	\$43.22	\$43.98
7 Years	\$46.07	\$46.88	\$47.70
8 Years	\$49.80	\$50.67	\$51.56

APPENDIX B – INDEPENDENT COMMITTEE ASSESSMENT CHAIRPERSON

LETTER OF UNDERSTANDING

RE: SUPERNUMERARY POSITIONS

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

1. The Employer may hire full-time supernumerary nurses, up to the maximum funding available as per the Ministry guidelines. The duration of such supernumerary appointments will be defined by the Nursing Graduate Guarantee rules and regulations.
2. Newly graduated nurses are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as nurses who have graduated from a nursing program within the last year.
3. Supernumerary positions are defined as those positions offered to newly graduated nurses that are over and above the minimum staffing complement. Furthermore, supernumerary nurses will not be utilized to fill/backfill permanent and temporary vacancies.
4. The Manor and the Union will engage in comprehensive dialogue regarding the hiring of the supernumerary position prior to hire.
5. All nurses hired under the new graduate initiative will be full-time and covered by all terms and conditions of the collective agreement. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 13.01.
6. Such supernumerary nurses can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.
7. Where supernumerary nurses successfully post into positions (pursuant to # 6 above) there is the potential that Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The Manor and the Union will meet to discuss the distribution of the reinvestment initiative funding.
8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary nurse be laid off first.
9. Notwithstanding paragraph 5 above, if the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, they will be reclassified as casual part-time and this will not be considered a lay-off.
10. Any issues related to the new graduate initiatives may be discussed at the Union-Management Committee Meetings.

11. The Manor bears the onus of demonstrating that such positions are supernumerary.
-

LETTER OF UNDERSTANDING

**RE: SUPERNUMERARY POSITIONS INTERNATIONALLY EDUCATED NURSES
(IENS)**

The Manor may introduce supernumerary positions that may be offered to Internationally Educated Nurses (IENS). Where such positions are introduced, the parties agree that they will meet to determine the terms and conditions of employment for the IENS.

LETTER OF UNDERSTANDING

RE: PROFESSIONAL RESPONSIBILITY

For the life of this Collective Agreement, the parties agree as follows:

The parties acknowledge and agree that professional responsibility concerns are most appropriately resolved expeditiously between them in the workplace. The parties commit to exhausting all reasonable efforts, which may include third party mediation, before an IAC hearing is conducted.

The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner. The parties acknowledge that in most cases they will be able to find a resolution to these concerns. In exceptional circumstances, where concerns are not resolved, either party may proceed to an IAC hearing as they are entitled to under Article 10.01 of the Collective Agreement.

LETTER OF UNDERSTANDING

RE: EXTENDED TOURS (11.25 HOURS)

Where the Manor and Union agree to introduce an extended tour rotations trial, the parties agree that they will meet to determine the terms and conditions of such extended tour trial.

DATED THIS 12th DAY OF February 2024.

FOR THE EMPLOYER:

Lynne Wigmore

Cameron McCallum

Fawn Furey

FOR THE UNION:

Sharleen Corrigan
Labour Relations Officer

Christine Page

Erin Ariss
ONA Provincial President
