

COLLECTIVE AGREEMENT

Between:

SHALOM VILLAGE NURSING HOME  
AND THE HAMILTON JEWISH HOME FOR THE AGED  
(hereinafter called the "Home")

And:

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

Expires: November 20, 2019

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees 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.

## **ARTICLE 2 – SCOPE AND DEFINITIONS**

- 2.01 *The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered Nurses and Registered Nurses with a Temporary Certificate of Registration, all Nurse Practitioners and Nurse Practitioners with a Temporary Certificate engaged in a nursing capacity, employed at Shalom Village Nursing Home and the Hamilton Jewish Home for the Aged in Hamilton, Ontario, save an except Director of Care and those above the rank of the Director of Care and the Clinical Education Coach.*
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.03 (a) A full time employee shall mean an employee covered by this Agreement who is committed to and regularly works a full work period of 75 hours in a bi-weekly period exclusive of overtime.
- (b) A regular part time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work and who makes commitment to be available as set out in Article 14.09, Hours of Work.
- (c) A casual part time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual part time employee cannot unreasonably or consistently refuse to work shifts.

The Employer agrees that the current nurses who are regularly scheduled to work 52 ½ hours per pay period will continue to be treated as full time employees for the purposes of this Agreement. Employees hired after the date of ratification or after the date of an interest arbitration award shall be defined as noted in a), b) or c) above.

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

2.05 Work of the Bargaining Unit

- (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of the bargaining unit except:
- i) For purposes of instruction;
  - ii) In the event of an emergency situation;
  - iii) When performing developmental or experimental work; or
  - iv) When employees are not available due to an employee not reporting to work as scheduled or not being available to work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.

2.06 Minimum Staffing

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

- (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that were scheduled in the first week following December 31, 2016. For clarity this includes existing vacancies.

For further clarity, these hours total 1005 per bi-weekly pay period.

- (b) If the failure to staff is a legitimate recruitment issues or the reduction of funding from the LHIN or the Ministry of Health, there shall be no violation of this Agreement. Further, if there is a reduction in beds, occupancy levels or CMI below the levels in effect as of the date noted in a) above, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (c) If there is any other reason for the failure to staff in accordance with this Article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.

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

2.08 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule A.

- 2.09 The word “Employee” when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

### **ARTICLE 4 – RELATIONSHIP**

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 4.02 It is agreed that there will be no discrimination by either party or by any of the employees 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, residence, age, political or religious affiliation record of offences, marital status, family status or disability or any other factor(s) which

are not pertinent to the employment relationship. ref: *Ontario Human Rights Code*

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

- 4.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 4.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code, Sec. 10 (1)*
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
  - (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7 (2)*].
  - (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

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

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

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

4.05 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 Home and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.

- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.
- (c) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

- (d) 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.

#### 4.06 Whistle Blowing Protection

The employer agrees to adhere to the whistle blowing protection pursuant to the *Long Term Care Home (LTCH) Act*.

#### 4.07 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.09.
- (b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

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

## **ARTICLE 5 – NO STRIKE, NO LOCKOUT**

- 5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 6.02 The Employer shall provide the Union with a list showing the first and last names and Social insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than

RNs employees paid less than RNs and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost) and employees on Leaves of Absence. On a quarterly basis, the Employer will also provide the members' current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The Employer will respond to such requests with any information it has which is readily available, within two weeks.

- 6.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 6.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.
- 6.05 The Employer agrees to provide a Representative of the Union with a reasonable period of time, not to exceed fifteen (15) minutes, within the Orientation Period in order to meet with newly hired employees.

## **ARTICLE 7 – UNION COMMITTEES AND REPRESENTATIVES**

- 7.01 The Employer will recognize the following:
- (a) Two (2) Union Representatives, appointed or elected by the Union for the committees contained herein. Upon mutual agreement of the parties, the number may be altered from time to time.
- Where an Union Representative commences on an extended leave of absence, the Union will endeavour to find a temporary replacement for the Union Representative from within the Home
- (b) A Grievance Committee of two (2) employees.
- (c) A Negotiating Committee of two (2) employees.
- (d) A Union-Management Committee composed of an equal number of representatives but no less than two (2) representatives of the Employer and two (2) representatives of the Union. Meetings of the Committee shall be held at least quarterly or more frequently as otherwise mutually agreed and/or required pursuant to Article 20. The purpose of the Committee shall be to discuss matters relating to workload, scheduling matters, job content, government initiatives that will impact the bargaining unit and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

As part of the above Committee's agenda, the parties agree to the following related to education:

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development;
  - ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility;
  - iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.
- (e) All Union-Management Committee meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.
- (f) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.
- (g) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union representative or member of the Grievance Committee is required to enter a unit in which they are not ordinarily employed, they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, each representative shall again report to their immediate supervisor.

7.02 The Union will supply the Employer with the names of its representatives and any changes thereto.

7.03 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association and the Employer shall have the right to have the assistance of consultants acting on behalf of the Employer.

7.04 (a) The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or presenting grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof up to and including conciliation, and while attending meetings with the Employer.

(b) The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings at Step 1 or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator or designate. Such representative shall have

access to the premises only with the approval of the Administrator or designate which shall not be unreasonably withheld.

## 7.05

Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety act as amended from time to time.
- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the Act, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

When an Inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative, if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible, that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked

- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that the Committee will maintain the confidentiality of the materials. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (g) The Employer, if aware will make all affected direct care employees aware of residents who have serious infectious diseases. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (h) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include aggressive residents.

The Employer will review with the Joint health and Safety Committee written policies to address the management of violent behavior. Such policies will include but not be limited to:

- i) Designing safe procedures for employees;
  - ii) Providing training appropriate to these policies;
  - iii) Reporting all incidents of workplace violence.
- (i) The Employer shall:
    - i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
    - ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
 

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.
    - iii) Ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety act are carried out in the workplace.

- (j) A worker shall:
- i) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
  - ii) Use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
  - iii) Report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
  - iv) Report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.
- (k) Injured Workers Provisions  
At the time an injury occurs, the injured worker's employer shall provide transportation to the worker (as may be required) to a hospital, worker's home or the employee's physician located within a reasonable distance and provided with return transportation back to work or to the worker's home. The employer shall pay for the transportation.
- (l) Infectious Diseases
- The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.
- To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training and personal protective equipment.
- The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment and disposal of hazardous waste.
- (m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces including, but not limited to:
- Musculoskeletal Injury Prevention
  - Needle stick Injury Prevention
  - Personal Protective Equipment
  - Training designated to ensure competency under the Act for those persons with supervisory responsibilities
  - Employees who regularly work alone or who are isolated in the workplace

7.06

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

- 7.07 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.
- 7.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean employee representatives, committee members or officers of the Union who are employed by the Employer.
- The Union will advise the Employer in writing of the name of the contact person(s) for the Union for all purposes under the collective agreement.
- 7.09 The committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association or on behalf of the Employer.

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

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

### **Step No. 1**

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

### **Step No. 2**

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

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor. Union grievances shall be set out on the union grievance form. Alternately, the parties may agree to an electronic version of this form and a process for signing.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- 8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.
- 8.07 Group Grievance
- Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance
- 8.08 Discharge Grievance
- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance. The Home agrees to provide written reasons within seven (7) days to the affected employee in the case of discharge or suspension.
- (b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.
- 8.09 (a) If an employee is to be reprimanded or disciplined, she may have an Union Representative present if she so requests.
- (b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.
- (c) The Union Representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an Union Representative is unavailable, the Union Representative will endeavour to provide an alternate representative.
- 8.10 Policy Grievance – Union Grievance

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

#### 8.11 Policy Grievance – Employer Grievance

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

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

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

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

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

- 8.13 The sole Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

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

## **ARTICLE 9 – PROFESSIONAL RESPONSIBILITY**

- 9.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;
- In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that she/he or they have cause to believe that she/he or they are being asked to perform more work than is consistent with proper resident care, she/he or they shall:
- (a) i) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home 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 twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under 9.01 (a) i) – iii) shall be signed by the parties and be subject to the grievance / arbitration process.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home 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.
- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "B".

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

- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.
- (d) The parties agree to use the electronic version of the Professional Responsibility Workload Report Form (PRWRF) that will be provided by the Ontario Nurses' Association.

#### 9.02 CMI/RAI MDS Report

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

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

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

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

- 9.03 (a) Employees are expected as part of their regular duties, to provide leadership supervision, guidance and advice to members of the health care team. The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Schedule A.
- (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her practice.

## **ARTICLE 10 – ORIENTATION AND IN-SERVICE**

- 10.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 10.02 A newly employed employee shall not be placed in charge, until she/he has been fully oriented to the home.
- 10.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- (a) She/he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
  - (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
  - (c) She/he shall be an additional employee to the usual staffing pattern.
  - (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
  - (e) The employee may request up to three (3) additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.
  - (f) Notwithstanding the above, orientation/familiarization when an employee is transferred to a new unit/shift will be provided as required.
  - (g) The Employer may, at its discretion, provide orientation in other circumstances.
- 10.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home.
- Programmes will be publicized and related material will be made readily accessible to staff in a timely manner.
- Any problems in accessing this information will be reported to the Union-Management Committee for resolution.
- 10.05 (a) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly

scheduled working hours, the employee shall suffer no loss of regular pay.

- (b) When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.

When an employee is required by the employer to complete an e-learning program outside her regularly scheduled working hours, she shall be paid for all time spent completing such learning at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.

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

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

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

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

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11.12 to 11.14 will apply.

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

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

- 10.10 (a) A copy of any completed formal evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- Having provided a written request to the Director of Care or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained herein, in the presence of the Director of Care, at a mutually agreeable time.
- (b) The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.11 Any letter of reprimand, suspension or other sanction will be removed from the employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards either period referenced above.

#### **ARTICLE 11 – SENIORITY**

- 11.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service since the date of last hire, subject to Article 11.03, 11.05, and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid since the date of last hire, equals one year of seniority and service subject to Article 11.03, 11.06, and any other related provision of the Collective Agreement.
- The Union and the Employer agree to abide by the *Human Rights Code*.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
- i) four hundred fifty (450) hours worked for full-time employees;
  - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees; and,
  - iii) three hundred sixty (360) hours worked or eight (8) calendar months, whichever comes first, for casual part-time employees.
  - iv) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the

Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.

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

#### 11.02 Seniority list

A seniority list of employees covered by this collective agreement shall be posted on the ONA bulletin board in January and July of each year. Two (2) copies of such list shall be provided to the Bargaining Unit President. For full-time employees, seniority on such lists will be expressed in terms of a date. For part-time employees, seniority on such lists will be expressed in terms of total hours paid.

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

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

- i) when on approved leave of absence with pay;
- ii) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- iii) generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave;
- iv) in accordance with the *Employment Standards Act* when on pregnancy/parental leave (currently a maximum of twelve (12) months), family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

#### 11.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- i) when on an approved leave of absence when absent due to layoff for a period of thirty six (36) calendar months without pay, not provided for in 11.03 (b) above;

- ii) when absent due to layoff for a period of thirty six (36) calendar months;
- iii) 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;
- iv) when on illness absence not paid by the employer for a period up to thirty six (36) months;

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

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty-six (36) calendar months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) when on illness absence not paid by the employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

#### 11.06 Effect of Absence

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

- (a) The Employer 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 employee, provided that she pays the total cost of the premiums to the Employer 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 employee's 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.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees 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 Employment Standards Act for employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

For purposes of this provision, it is understood and agreed that any absence under Article 13.02 shall be considered a leave with pay.

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.05 (a), when an employee is on an educational leave under Article 12.06 below, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time employees will be based on average hours over the last twenty-six (26) weeks prior to leave of absence.
- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

## 11.07

Job Posting

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

## 11.08

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

## 11.09

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

- (a) Skill and ability;
- (b) Seniority.

Where the factors in (a) are relatively equal, seniority shall govern. Seniority will be determined as of the date the job was posted.

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

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

11.12 Layoff and Recall

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

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

(b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.

(c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

11.13 Notice to Union of Long Term Layoff

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

(a) Provide the Union with ninety (90) calendar days' notice;

(b) Meet with the Union to review the following:

i) the reasons causing the lay-off;

ii) the service which the Home will undertake after the lay-off;

iii) the method of implementation, including areas of cutback and the employees to be laid off.

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

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

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

11.16 Change of Status

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

11.17 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 resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer four (4) weeks' notice. An employee who remains outside of the bargaining unit shall maintain but not accrue seniority for the period of time outside the bargaining unit and will lose all seniority if they elect to stay beyond the fifteen (15) months. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

Note: Where at any time prior to the date of ratification/award an employee commences a promotion to a permanent position outside the bargaining unit; the employee will retain their right to be credited with services and seniority while outside the bargaining unit if she/he is returned to the bargaining unit within three (3) months.

(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.

11.18 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.

Nothing in the foregoing shall be deemed to limit or restrict the parties rights under the *Labour Relations Act, 1995*, the *Local Health System Integration Act* or the *Public Sector Labour Relations Transition Act, 1997*, as may be amended from time to time.

## **ARTICLE 12 – LEAVES OF ABSENCE**

### 12.01 Personal Leave of Absence

The Administrator or designate may grant a request for leave of absence for personal reasons without pay provided that she/he receives 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 Nursing Home. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

### 12.02 Leave for Union Business

(a) The Employer agrees to grant leave of absence without pay to employees selected by the Union to attend Union business, including conferences and conventions. A maximum of one (1) employee is permitted to be on leave for Union business at a time, and requests for such leave will be processed in the order of receipt. Requests for such leave will be in writing, where possible at least fourteen (14) calendar days prior to the absence. Such leaves will not be unreasonably denied. The aggregate total number of days of leave will not exceed sixty-five (65) days in a calendar year for the bargaining unit.

(b) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a) above, 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. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

### (c) 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 temporary staff leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 11.06, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks

prior to the date of such return. The employee shall be reinstated to her or his form 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.

## 12.03

Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, parents, step-parents, siblings, 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 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 religious 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.

- (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 around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as, father-in-law, mother-in-law, 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 funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.
- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave will not be unreasonably withheld.

## 12.04

Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the crown is a party, or is

required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home or is subpoenaed to appear at the College of Nurses, the employee will receive pay for those days of her/his regular schedule during which she/he is required to be absent provided that such employee promptly repays the amount (other than expenses) paid to her/him for such service or attendance to the Employer and presents proof of service requiring her/his attendance.

An employee shall not be required to attend work on those days on which she/he is fulfilling the above commitment.

## 12.05

Pregnancy and Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act except where amended in this provision.
- (b) If possible, the employee shall give written notification at least one (1) months in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to the former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy/parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her or his probationary period. The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (g) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- (h) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (i) An employee who is on pregnancy/parental leave as provided under this Agreement who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to 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 her/his regular weekly earnings (which for part time employees shall include percentage in lieu) and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks inclusive of both pregnancy and parental top-up. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit (normally 26 weeks).

The employee does not have any vested right except to receive payments for the covered unemployment 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.

- (j) For purposes of parental leave, the provisions under (a) and (c) shall also apply.

## 12.06

### Professional and Educational Leave

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to pay, the employee at the employee's straight time hourly rate of pay, for the time off from work as the result of attending the training program, course or workshop. The employee shall not suffer any loss of seniority as a result of this leave.

- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the Employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) Professional leave without pay will be granted to full time and regular part time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:
  - i) No more than one (1) employee may be absent at one time;
  - ii) Employees must provide at least thirty (30) calendar days' notice in writing;
  - iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.
- (e) Corner Store Bursary Fund – A staff member may apply for support for education endeavours to the Corner Store Bursary Fund. Applications may be submitted at any time on the appropriate form. Forms are available from the Policy Manager (on line program). Awarding of funds and the amount of funding is at the sole discretion of the employer.

## 12.07

Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

## 12.08

Employees seeking to be appointed by the Province as classifiers, MOHLTC Inspectors or other secondments shall have their applications co-signed by the Employer. Subject to operational requirements employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health and Long-Term Care or the LHIN, the Employer will maintain the employee's regular straight time wages and will provide full accumulation of seniority and service and as well as other benefits under the collective agreement. If such leave/secondment is not fully funded by the Ministry of Health and Long-Term Care or the LHIN, it shall be without pay and subject to the effect of absence language.

**ARTICLE 13 – SICK LEAVE AND LONG TERM DISABILITY**13.01 Sick Leave

Pay for sick leave is for the sole and only purpose of protecting full time employees against loss of income and will be granted to the full time employee in the following terms and conditions;

- (a) Absences that are compensable under the Workplace Safety and Insurance Board (WSIB) shall not be charged against sick leave credits.
- (b) Full time employees accumulate sick leave at the rate of one and one-half (1 ½) days per month worked to a maximum of eighteen (18) days. Such sick days shall be accumulated during the probationary period but income lost during the probationary period shall not be paid until satisfactory completion of the probationary period.
- (c) Current employees will retain their current sick leave credits.
- (d) When an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient, the period of hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

13.02 Long Term Disability

The Employer will pay 100% of the premium of a Long Term Disability Plan that provides sixty-six and two thirds percent (66 2/3 %) of the employee's salary to a maximum of three thousand five hundred dollars (\$3,500) per month after a waiting period of seventeen (17) weeks subject to the rules and regulations of the Industrial Alliance group benefits handbook (Policy #28859).

- 13.03 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner and/or midwife in the context of the employee's pregnancy.

**ARTICLE 14 – HOURS OF WORK AND SCHEDULING**

- 14.01 The normal hours of work for an employee are not a guarantee of work per day or per day week, or of days per week. The normal hours of work shall be seven and one half (7 ½) hours per day, any seventy-five (75) hours in any bi-weekly period.

- 14.02 The normal daily shift shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, at a time designated by the Employer.

- 14.03 Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend

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

14.04 Requests for change to posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Director of Care or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this agreement.

14.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7 ½) shift rather than the actual hours worked.

14.06 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 15.01

14.07 Special Circumstances Agreement

Notwithstanding Article 2.03, the Employer and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position. The parties will agree to the scheduling provisions that will apply to the employee including that no additional shifts will be scheduled for employees working Individual Special Circumstances Arrangements.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties. Such schedules may be discontinued by either party with eight (8) weeks' written notice.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

14.08 Innovative Scheduling

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency.

The parties agree that such innovative schedules may be determined by the Employer and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Employer and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties. Such schedules may be discontinued by either party with eight (8) weeks' written notice;
- (d) Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis;
- (f) It is understood and agreed that these arrangements can be utilized for temporary job postings for seasonal coverage.

#### 14.09

#### Scheduling Regulations

- (a) There shall be no split shifts.
- (b) Work schedules shall be posted two (2) weeks in advance to cover a four (4) week period. Schedules shall not be changed unilaterally by the Employer once posted unless mutually agreed otherwise.
- (c) There shall be a minimum of sixteen (16) hours between shift changes unless mutually agreed otherwise between the employee and the Employer. Where no such agreement exists, the employee will be paid at the rate of time and one-half (1 ½) for the following shift.

A part time employee may be called in for additional shifts in accordance with her availability and with less than sixteen (16) hours off and the employee agrees to work, then the premium noted above will not apply.

- (d) The Employer will schedule one (1) weekend off in two (2). If the employee is required to work on the second weekend, she will be paid at the rate of time and one half (1 ½) for such weekend except in the following circumstances:
  - i) such weekend has been worked by the employee to satisfy specific day(s) off requested by such employee; or
  - ii) such employee has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (e) All employees will be scheduled off on either Christmas Day or New Year's Day based on requests submitted as of October of each year.

Such requests will be granted based on operational needs and seniority. Should the employer receive overlapping requests, the preferred days off will be offered on a rotational basis, (i.e.) the employee who had Christmas day off the prior year shall have New Year's Day off in the current year.

- (f) During each bi-weekly pay period there shall be four (4) days off, of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than five (5) consecutive days. Employees shall receive every second weekend off.
- (g) The employer shall continue its current practice and process of allowing nurses to request time off and shift changes.
- (h) Payment for short term disability (Article 13.01) is based on the actual hours that the employee was scheduled to work on the day(s) of disability. Accumulation of sick leave is based on one (1) day equalling 7.5 hours.

14.10

- (a) It is recognized that those employees filling the 'At Home Leader' role will work an extended tour/hybrid work schedule. The normal daily tour shall be 11.25 consecutive hours in any 24 hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. There will also be scheduled normal daily tours of seven and one-half (7½) hours in each bi-weekly schedule such that the total number of bi-weekly hours will be seventy five (75).
- (b) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 14.02.
- (c) Payment for bereavement leave is based on the actual hours that the employee was scheduled to work on any of the entitled bereavement days.
- (d) Overtime premium equal to time and one half of the employees regular hourly rate of pay, shall be paid for all hours worked in excess of the employees regular scheduled daily shift or 75 hours bi-weekly averaged over the duration of the scheduling period.
- (e) There shall be a minimum of twelve (12) hours off between shifts, excluding reporting time as noted in Article 14.03 unless mutually agreed between the employee and the Employer.

14.11

#### Part-time Commitment

Part time nurses will continue to provide their availability on the pre-determined dates.

14.12

#### Nurse Practitioners/RN EC/Nurse Educators (NLOT)

The Nurse Practitioners shall be covered by all the provisions of the collective agreement except as modified by the following provisions:

- (a) The Nurse Practitioners may exercise professional judgement in self-scheduling and flexing of their time.
- (b) Lieu time may be accumulated for hours in excess of 7.5 in a day or 37.5 hours in a week provided such hours are professionally required.

## **ARTICLE 15 – PREMIUM PAYMENT**

- 15.01 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 employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Care or delegate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
- 15.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7 ½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 15.03 If an employee reports for work at their regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate provided the employee has not previously received notification orally or in writing not to report.
- 15.04 Where call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked provided she completes the shift for which she was called in.
- 15.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given to the employee personally, the employee will be paid four (4) hours' straight time wages or six (6) hours straight time wages if an extended tour. It is understood that call-ins or call-backs are not covered by this provision.
- 15.06 An employee shall be paid a shift premium of eighty-five cents (\$0.85) per hour for each hour that falls within the hours defined as an evening or night shift.
- 15.07 If an employee works two consecutive shifts, she shall be provided a meal by the Employer or, if a meal cannot be provided, she shall receive a meal allowance of five dollars (\$5.00).
- 15.08 An employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday or such other forty-eight (48) hour period as the parties may agree upon. If an employee is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

15.09 A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty beginning at 0700 hours on Saturday and ending no later than 1500 hours on Monday, unless mutually agreed otherwise.

An employee shall be paid time and one-half (1½) for all hours worked on a second consecutive and subsequent weekend worked until the employee receives a weekend off, save and except where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- ii) such employee has requested weekend work; or
- iii) such weekend is worked as a result of an exchange of tours with another employee.

15.10 Stand By and Call In

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where the Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1 ½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 15.08 (a). When the employee's response to telephone calls from the home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 15.08 (b).

15.11 The Employer is not required by the seniority scheduling provisions of the collective agreement (if any) to assign work to senior employees that triggers premium pay. In the event that any such assignment would trigger premium pay and the Employer chooses to assign the shift to an employee, the seniority scheduling provisions (if any) shall apply.

This provision is applicable to all of Articles 14 and 15 except for 15.02.

- 15.12 Overtime premium will not be duplicated for the same hours worked under Article 14 nor shall any shift or weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half.
- 15.13 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate (i.e. time and one-half (1 1/2) hours off for each hour of premium overtime worked). Full time employees may accumulate up to a maximum of two (2) lieu days in any year. Accumulated lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6<sup>th</sup> and November 30<sup>th</sup> of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least one week in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.
- 15.14 The regular straight time hourly rate for a full time or part time employee will be the hourly rate set forth in Schedule A attached to and forming part of this collective agreement.
- 15.15 When an employee is required to use their own vehicle in the performance of their duties they shall receive a rate of fifty-four (\$0.54) cents per kilometer.

#### **ARTICLE 16 – PAID HOLIDAYS**

- 16.01 (a) The following days shall be recognized as paid holidays for full time employee:
- |                |  |
|----------------|--|
| New Year's Day | Canada Day                             |
| Family Day     | Civic Holiday (first Monday in August) |
| Good Friday    | Labour Day                             |
| Victoria Day   | Thanksgiving Day                       |
| Boxing Day     | Christmas Day                          |
- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.
- (c) Full time employees shall also be entitled to two (2) float holidays. In order to qualify for the float holidays, a newly hired full time employee must have completed his/her probationary period to be eligible.
- (d) Accommodation of Spiritual or Cultural Observance
- 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 1<sup>st</sup>, identifying the required date they need off.

Such day, if granted will be deemed to substitute for one of the holidays listed above. The employee and Employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the Collective Agreement. A lieu day off will be the substitute day in accordance with Article 16.02.

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

16.02 Holiday pay for full time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at her regular rate of pay.

16.03 (a) In order to be eligible for a paid holiday, a full time employee must have worked her last scheduled shift immediately preceding, and her first scheduled shift immediately following the holiday, provided an employee shall not lose holiday pay if she is absent on any such days, and such absence is a scheduled day off, is a vacation day, is excused by the Employer, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy/Parental, WSIB or unpaid leaves of absence over thirty (30) days.

A full time employee who is absent as a result of legitimate illness or accident which commences within a calendar month of the date of the holiday, will be eligible for the holiday(s), to a maximum of two (2) holidays in any period of illness.

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

16.04 An employee who is scheduled to work on any of the above named holidays shall be paid at the rate of time and one-half (1 ½) her regular straight time rate of pay for all hours worked on such holiday. In addition, a full time employee will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour. Such lieu day will be scheduled on a mutually agreeable day within thirty (30) calendar days of the holiday. Where such day cannot be scheduled the full time employee will be paid for the number of hours in a normal daily tour at her regular straight time hourly rate.

NOTE: For full time employees working on an extended/hybrid schedule, payment for paid holidays is based on the equivalent to the seven and one-half (7½) hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full time employees is paid at seven and one-half (7½) hours.

16.05 A shift that begins or ends during the twenty-four (24) hour period on the day of the above holiday, where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

- 16.06 (a) If a paid holiday falls during a full time employee's vacation, her vacation shall be extended accordingly, unless the employee and the Employer agree to schedule a different day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
- (b) If a paid holiday falls on a full time employee's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
- (c) Failing such mutual agreement in either (a) or (b) above, the full time employee shall be paid in accordance with Article 16.02. Notwithstanding the foregoing, if the Employer is unable to offer any lieu day to the employee, the period of time for scheduling such days will be repeated.
- 16.07 Float days for full time employees must be taken within the calendar year and may not be accumulated from year to year.

### **ARTICLE 17 – VACATIONS**

- 17.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1 of any year to June 30 of the following year.
- 17.02 All employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis shall receive vacation with pay based on length of full time continuous service as follows:
- (a) Employees who have completed less than one (1) year of full time continuous service as of June 30 shall be entitled to a vacation on the basis of one (1) day for each completed month of service to a maximum of ten (10) days with pay in the amount of four percent (4%) of gross earnings.
- (b) Employees who have completed one (1) or more years of full time continuous service as of June 30 shall be entitled to an annual vacation of three (3) weeks at their current rate.
- (c) Employees who have completed three (3) or more years of continuous full time service as of June 30 shall be entitled to an annual vacation of four (4) weeks at their current rate.
- (d) Employees who have completed fifteen (15) or more years of continuous full time service at June 30 shall be entitled to an annual vacation of five (5) weeks at their current rate.
- (e) Employees who have completed twenty-five (25) or more years of continuous full time service at June 30 shall be entitled to an annual vacation of six (6) weeks at their current rate.

- (f) Employees who have completed twenty-eight (28) or more years of continuous full time service at June 30 shall be entitled to an annual vacation of seven (7) weeks at their current rate.

If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 17.03 below.

- 17.03 All employees who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for employees who are scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:

Two week entitlement -	4%
Three week entitlement -	6%
Four week entitlement-	8%
Five week entitlement-	10%
Six week entitlement-	12%
Seven week entitlement-	14%

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 11.01 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full time service and vice-versa.

- 17.04 (a) For the purpose of vacation entitlement, service for employees who transfer from part time to full time or vice versa shall mean the combined service as a part time and full time employee employed by the Home and accumulated on a continuous basis.
- (b) Part time employees shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one year of service.

17.05 Vacation Pay

The amount of vacation pay will be separately identified on the pay stub.

- 17.06 Part time employees must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with the vacation scheduling provisions of the collective agreement. Absent the employee's co-operation in this regard, the Employer will schedule the employee's two (2) weeks of vacation.

- 17.07 An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

- 17.08 Preferred vacation will be granted subject to the operational requirements of the Employer. Preference in choice of vacation dates shall be given to senior nurses provided that the efficiency of operations of the Employer is not unduly interrupted thereby.
- 17.09 Vacation may not be accumulated one year to the next, but must be taken within the vacation year in which the employee is entitled to such vacation.
- 17.10 For employees working on extended/hybrid shift schedules, payment for vacation is based on the equivalent of the 7.5 hour entitlement.
- 17.11 Employees currently receiving more vacation entitlement than mentioned above shall continue to receive their current entitlement or better once they reached a threshold that would provide more vacation entitlement.
- 17.12 Nurse Practitioners shall continue the practice of self-scheduling vacations provided coverage for their assignment is worked out with another Nurse Practitioner.
- 17.13 Vacations – Interruption
- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of hospitalization.
  - (b) Where a vacationing employee becomes seriously ill requiring her to be an in-patient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
  - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
  - (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 12.03 and 12.04.
  - (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.

## **ARTICLE 18 – BENEFITS**

- 18.01 (a) The Employer agrees, during the term of the Collective Agreement, to contribute one hundred percent (100%) of the premiums for participating full time employees who have completed their probationary period and who are in the active employ of the Employer, under the insurance plans listed under Policy #28859 (underwritten by Industrial Alliance) subject to

their respective terms and condition including any enrolment requirements.

- (b) The Employer shall pay one hundred percent (100%) of the billed premium for O.H.I.P. and will provide for payment of any OHIP type premiums.
- (c) The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Plan, with a Drug Card providing for a \$7.50 cap on re-imbursment on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

In addition to the standard benefits, coverage will include:

- hearing aids in the amount of \$300 every 60 months
- vision care in the amount of \$350 every 24 months
- eye exams in the amount of \$75.00 every 24months, with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery
- Orthopedics Shoes \$250.00 every calendar year (referral is required)
- Foot Orthotics \$250.00 every calendar year (referral is required)
- Accidental Dental – Repair or replacement to sound natural teeth when caused by an external force or blow to the face.

The Plan will also include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided:

- Osteopath
- Chiropractor
- Podiatrist /Chiropodist
- Naturopath or Homeopath
- Physiotherapist
- Psychologist/Social Worker (\$500 per calendar year combined maximum)
- Speech Therapist
- Acupuncturist
- Massage Therapist

to a maximum of \$750 / insured person / year.

Out-of-country benefits for all homes.

It is also understood that coverage will include dependent children up to and including age 21 and age 25 for students.

- (d) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer

under a group life insurance plan providing for a minimum of twice annual (2X) salary. Accidental Death and Dismemberment (AD&D) in the amount of twice annual (2X) salary.

- (e) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Dental Plan as described in the Shalom Village, Employee Group Benefit Program Medavie Blue Cross, Group Policy No. 91752. Claim Secure Group Contract No. 58856.

It is also understood that coverage will include dependent children up to and including age 21 age 25 for students.

18.02 The Employer shall provide to each employee, a copy of the current information booklets for those benefits provided under this Article and under Article 13.02. The Union shall be provided with a current copy of the master Policy upon request. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.

18.03 (a) Notwithstanding Article 18, full time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 13.01
- 18.01 (Except that life insurance will be reduced by 50%)

- (b) Effective date of ratification, full-time employees who continue to be employed past age 65 shall be given a one-time option to continue with the benefits as described in part (a) above, or the employee can elect to receive the percentage-in-lieu as per Appendix "A" for all items now included in the payment.

For clarity, once the full-time employee has elected to no longer receive benefits, the employee will not be able to participate in the benefit plans at a subsequent date.

- (c) In any event, once an employee reaches age 70 and she continues to be employed, she shall automatically be placed on the percentage in lieu as per Schedule A for all items now included in the payment.

18.04 The Employer may substitute another carrier for any of the foregoing plans and/or the plan noted in Article 13.02 (other than OHIP), provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

18.05 In the event of a layoff, provided the employee deposits with the Home her share of insured benefits (if any) for the succeeding month (save for weekly indemnity for which laid off employee are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

## **ARTICLE 19 – RETIREMENT INCOME PLAN**

### 19.01 The Nursing Homes and Related Industries Pension Plan

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;
- (c) vacation pay;
- (d) paid union leaves

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

“Eligible Employee” means full-time and part-time 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.

19.02 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.

19.03 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.

19.04 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.

19.05

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 information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

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

- i) Date of Hire
- ii) Date of Birth
- iii) Date of First Contribution
- iv) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit).

(b) To be Provided with Each Remittance

- i) Name
- ii) Social Insurance Number
- iii) Monthly Remittance
- iv) Pensionable Earnings

- v) Year to Date Contributions
- vi) Employer portion of arrears owing due to error, or late enrolment by the Employer.

(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 1st

- 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

19.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.

19.07 Employees may make additional voluntary contributions to their RRSP based on whole number percentages, (example 1%, 2%, etc.), up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Employer.

19.08 Where legislation or the plan prohibits an employee from contributing to a pension plan because of age, an amount equivalent to the deductions in Article 18.02 will be paid to the employee on their regular pay.

## **ARTICLE 20 – LIABILITY INSURANCE**

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

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

## **ARTICLE 21 – MISCELLANEOUS**

21.01 A copy of this agreement in a mutually agreed form will be issued to each employee. The cost of printing this agreement shall be shared by the parties.

21.02 Each employee shall keep the Employer informed of changes to relevant employment information

21.03 The Employer shall, upon entry into the Service Agreement or the Long-Term Care Service Accountability Agreement (L-SAA) with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of the bargaining unit, provide copies of such agreements to the Union.

21.04 Influenza Vaccine

Upon recommendations of the Medical Officer of Health, all employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by the public health or the Employer to return to the work environment. The only exception to this would be employees for whom taking the medication will result in the employee being physically ill to the extent that she cannot attend work. Upon written direction from the employee's physician of such medical condition in consultation with the Employer's physician (if requested), the employee will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

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

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

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

21.05 Errors on Pay Cheque

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

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be

reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

21.06 Bulletin Boards

The Employer shall provide a bulletin board for the sole use of the Union.

21.07 Method of Payment

Pay cheques are to be issued/deposited every second (2<sup>nd</sup>) Thursday, with a clarified, itemized statement of deductions, in a sealed envelope.

21.08 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 (grievance procedure).
- (c) Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

**ARTICLE 22 – COMPENSATION**

22.01 The salary rates shall be those set forth in schedule(s) attached to and forming part of this agreement.

22.02 Retroactivity

Except as expressly noted, all the terms and condition shall be effective from the date of receipt of written notice of ratification or release of award. Provisions which are expressly made retroactive shall apply to all employees in the bargaining unit on or after the date specified.

Retroactivity will be paid within four (4) full pay periods (approximately eight (8) weeks). Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing system allows.

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

Such employees will have a period of sixty (60) days from the date of the notice 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 23 - DURATION**

23.01 This Agreement shall continue in effect until November 20, 2019 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.

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

DATED AT Hamilton, ONTARIO, THIS 30th DAY OF March, 2017.

**FOR THE EMPLOYER:**

Jeanette O'Leary

**FOR THE UNION:**

Deanna King  
Labour Relations Officer

Emily Booth

Michelle Grady

**SCHEDULE A****SCHEDULE "A" RATES OF PAY****Registered Nurse/Nurse Educators/Nurse Manager**

Step	Nov 21, 2016	Nov 21, 2017	Nov 21, 2018
Start	\$28.71	\$29.11	\$29.69
1 Year	\$29.94	\$30.36	\$30.97
2 Years	\$30.92	\$31.35	\$31.98
3 Years	\$32.57	\$33.03	\$33.69
4 Years	\$33.89	\$34.36	\$35.05
5 Years	\$35.51	\$36.01	\$36.73
6 Years	\$37.07	\$37.59	\$38.34
7 Years	\$40.22	\$40.78	\$41.60
8 Years	\$43.46	\$44.07	\$44.95

**Nurse Practitioner (Annual Rate)**

Retro to Nov. 21, 2016	Nov. 21, 2017	Nov. 21, 2018
\$99,114	\$100,502	\$102,502

**Letter of Understanding to close the wage gap for Nurse Practitioner**

Note:

Employees making more than the rates listed above shall be green circled and receive the negotiated wage increases.

**At Home Leader**

Employees selected as "At Home Leader" shall receive a premium equal to five (5%) percent of their gross earnings paid weekly.

**Percentage in Lieu**

The twelve percent (12%) premium is provided to regular part time and casual nurses in lieu of benefits under Articles 13, 16 (except Article 16.04) and Article 18.

It is further agreed that pension is included within the percentage in lieu of benefit. For regular part time and casual employees who are enrolled in the pension plan, the percentage in lieu of fringe benefits is eight percent (8%).

**APPENDIX "B"****INDEPENDENT ASSESSMENT COMMITTEE CHAIRPERSONS**

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
488 University Avenue, Suite 1600  
Toronto, ON M5G 2K8  
Telephone: (416) 599-1925, ext. 216  
Fax: (416) 599-1926  
E-mail: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

Ms. Eleanor Plain  
1684 Middle Road  
Kingston, ON K7L 5H6  
Telephone: (613) 549-3219  
Email: [eleanor.plain@sympatico.ca](mailto:eleanor.plain@sympatico.ca)

**LETTER OF AGREEMENT**

BETWEEN:

**SHALOM VILLAGE NURSING HOME  
AND THE HAMILTON JEWISH HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Nurse Practitioner Rates**

The Parties agree that any Nurse Practitioner who is currently paid less than annual salary outlined in "Schedule A" will have their salaries adjusted in the following manner;

Retroactive to November 21<sup>st</sup>, 2016 their salaries will be adjusted to be within five hundred (\$500.00) of the Nurse Practitioner rate outlined in Schedule A at the time.

Effective November 21<sup>st</sup>, 2017 their salaries will be adjusted to be equal to the Nurse Practitioner rate outlined in Schedule A at the time.

The terms of this letter shall form part of the Collective Agreement and be enforceable under the grievance and arbitration process.

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DATED AT Hamilton, ONTARIO, THIS 30th DAY OF March, 2017.

**FOR THE EMPLOYER:**

Jeanette O'Leary

**FOR THE UNION:**

Deanna King

Labour Relations Officer

Emily Booth

Michelle Grady

**LETTER OF UNDERSTANDING**

BETWEEN:

**SHALOM VILLAGE NURSING HOME  
AND THE HAMILTON JEWISH HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Secondments**

---

The Home shall seek the Union's agreement if it wishes to establish secondment arrangements. Such agreement shall not be unreasonably denied. The terms and conditions will be established by agreement of the parties.

An employee, who is seconded to another Employer, for a period not greater than one (1) year, shall not suffer any loss of seniority, service or benefits for the duration of the secondment.

Notwithstanding Article 2.04, the parties also agree that a Home may allow an employee from another Employer to be seconded to the home for a period not greater than one (1) year. It is understood that this employee remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded employee is not covered by an ONA collective agreement, the Home will ensure that the Union receives the equivalent of the dues remittance for all such employees.

**LETTER OF UNDERSTANDING**

BETWEEN:

**SHALOM VILLAGE NURSING HOME  
AND THE HAMILTON JEWISH HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

**ONTARIO NURSES' ASSOCIATION**  
(Hereinafter referred to as the "Union")**Re: Supernumerary Positions**

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The Home 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. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurse will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
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 9.06.
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 employer and the Union will meet to determine 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, she/he will be reclassified as casual part-time and this will not be considered a layoff.
10. Any issues related to the new graduate initiatives may be discussed at the Union-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
13. Where there is a dispute or timeliness issue, either party may raise the concern with the spokespersons for the central teams.

**LETTER OF UNDERSTANDING**

BETWEEN:

**SHALOM VILLAGE NURSING HOME  
AND THE HAMILTON JEWISH HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Supernumerary Positions-Nursing Career Orientation (NCO) Initiative for Internationally Educated Nurses (IENs)**

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

1. Only so many positions will be created as are covered by government funding for supernumerary positions.  
  
Nursing Career Orientation (NCO) Initiative nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from May 2014 to a period of time that the MOHLTC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.
2. Positions will be created on units/areas where the parties agree.
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.
5. Such nurses will be full-time and covered by the full-time provisions of the collective agreement.
6. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.
7. Such nurses can apply for posted positions after the probationary period is completed.

8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned.
9. The Home bears the onus of demonstrating that such positions are supernumerary.
10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Home or the Union may require that the supernumerary nurse shall be first laid off.

**LETTER OF UNDERSTANDING**

BETWEEN:

**SHALOM VILLAGE NURSING HOME  
AND THE HAMILTON JEWISH HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Professional Responsibility**

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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 19.01 of the Collective Agreement.