

**COLLECTIVE AGREEMENT**

BETWEEN:

**ST. ANDREW'S RESIDENCE, CHATHAM**  
(Hereinafter referred to as the "Employer")

AND:

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

Expiry Date: March 31, 2023

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes, to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment and to secure the efficient operation of the Employer's business without interruption or interference with work in accordance with the provisions of this Agreement.
- 1.02 The Employer undertakes that it will not enter into any other agreement or contract with those 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 & DEFINITIONS**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all Registered Nurses and Registered Practical Nurses employed by St. Andrew's Residence, Chatham Ontario in a nursing capacity save and except the Director of Care and persons above the Director of Care.
- 2.02 A registered nurse and Registered Practical 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 full-time Employee is an Employee who is regularly scheduled to work seventy-five (75) hours in a biweekly pay period.
- 2.04 A regular part-time nurse is a nurse who regularly works less than the normal full-time hours referred to in Article 2.03
- 2.05 Casual part-time Employees are those Employees who do not have a regular schedule and are primarily used for call-in purposes.
- A casual 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.
- 2.06 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.

2.07 Work of the Bargaining Unit

- (a) Persons excluded from the bargaining unit shall not perform bargaining unit work where such work itself would result in a lay-off of bargaining unit Employees. If the Union believes that the Employer is abusing this article, the Union will have the right to discuss the situation with the Employer.
- (b) When it is decided to not fill a position following an Employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.08 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.

2.09 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"

2.10 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 recognizes that the management of the Retirement Residence and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement, and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) determine and establish standards and procedures for the care and welfare, safety and comfort of the residents in the Residence and to plan, direct and control the work of Employee;
- (b) maintain order, discipline and efficiency, to establish and to revise from time to time, and enforce, reasonable written rules and regulations to be observed by the Employees (such rules to be posted by the employer and a copy sent to the Union);
- (c) hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline Employees for just cause, provided that a claim of unjust discipline or discharge by an Employee who has completed her probationary period 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.

It is understood that management shall not exercise its rights in a manner which conflicts with the provisions of this Agreement.

#### **ARTICLE 4 – RELATIONSHIP**

- 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 nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising 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, age, record of offences, marital status, family status or disability or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*.
- 4.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 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)*

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 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

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 Violence in the Work Place

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of Employees will be condoned in the workplace. Any Employee who believes the situation to be abusive shall report this to the immediate supervisor who will make every reasonable effort to rectify the abusive situation.

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

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

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

- 6.02 Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.

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

notification shall be the Employer's conclusive authority to make the deduction specified.

- 6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name,) from whom deductions were made, and the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Employer may also provide the information in an electronic format.
- 6.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period of no longer than fifteen (15) minutes during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse.
- 6.07 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

## **ARTICLE 7 – REPRESENTATION AND COMMITTEES**

### 7.01 Meetings

All joint Employer-Union meetings shall be scheduled where practical, during the nurse's regular working hours. The employer agrees to pay for time spent during regular working hours for representatives of the Union attending meetings with the Employer.

### 7.02 Union Representatives & Grievance Committee

- (a) The Employer agrees to recognize two (2) Union representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two (2) Employees, one of whom shall be chair.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor.

Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 7.03 Union-Management Committee

- (a) There shall be a Union-Management Committee comprised of two (2) representatives of the Employer, one of whom shall be the Resident Care Manager or designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet every three (3) months unless otherwise agreed and as required under the Professional Responsibility provisions. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
- (c) A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

### 7.04 Negotiating Committee

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

### 7.05 Occupational Health & Safety

- (a) The Employer, Union and Employees, agree to abide by the current safety legislation as it is applicable to them.
- (b) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, illness and injury.



- (c) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst Bargaining Unit Employees.
- (d) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (e) Employees who attend meetings of the Committee at the time when they are off-duty shall be paid their regular straight hourly rate for all time actually spent in the meeting.
- (f) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.
- (g) Meetings shall be held every second month or more frequently at the call of the Co-Chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (h) Any representative appointed or selected hereof shall serve for a term of two (2) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (i) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (j) The parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
  - Violence in the Workplace (include Verbal Abuse)
  - Musculoskeletal Injury Prevention
  - Needle Stick and other sharps Injury Prevention
  - Nurses who regularly work alone or who are isolated in the workplace
  - Wellness initiatives

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

7.07 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 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 effort 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 2.10.

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

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

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

7.09 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.

7.10 All reference to Union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Union.

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

7.11 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably

withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

- 7.12 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 A grievance is defined as a difference between the parties concerning the interpretation, application, administration, or alleged breach of this Agreement, including any question as to whether a matter is arbitrable.
- 8.02 The parties agree to adjust complaints and resolve grievances as quickly as possible. No Employee shall file a grievance until she has first given her supervisor an opportunity to resolve her complaint. A difference shall be processed as follows:
- (a) Complaint: an Employee having a complaint shall bring her concern to the attention of her supervisor within seven (7) business days after the circumstances giving rise to the complaint. The supervisor shall respond in writing to the complaint within five (5) business days of receipt of the complaint.
  - (b) Step One Grievance: if the complaint is not resolved, then, within seven (7) business days following the supervisor's response, the Employee, accompanied by a union representative, may submit a written grievance to the supervisor. The supervisor shall provide a written response within five (5) business day of the receipt of the Step One Grievance.
  - (c) Step Two Grievance: if the response in (b) is not satisfactory, and the Union decides to take further action, a Step Two grievance may be filed within seven (7) business days of receipt of the response under Step One. A Step Two grievance shall be placed in writing and shall be submitted to the Administrator. If required, a Step Two meeting shall then be held between the parties within ten (10) business days of the receipt of the grievance by the Administrator. The Administrator shall provide a written response to the grievance within ten (10) business days following the meeting.
- 8.03 Group Grievance: where a number of Employees have identical grievances in circumstances which would permit each Employee to grieve separately, the Union may present on behalf of those Employees a Group Grievance, beginning at Step One of the grievance procedure. Such a grievance shall be in writing, listing the names of all the grievors, and be signed by a Union representative. Such a grievance shall be presented within seven (7) business days after the circumstances giving rise to the grievance have

occurred or ought reasonably to have come to the attention of the Employees.

8.04 Procedure for Filing Employee Warning, Discharge and Suspension Grievances

A claim by an Employee, who has completed her probationary period, that he/she has been unjustly warned, suspended or discharged, shall be treated as a grievance if a notification of such grievance is lodged with the administrator within seven (7) work days after the suspension or discharge or warning is effected. Such grievance shall commence at Step 2 of the grievance procedure.

An Employee who has not completed the probationary period may be released provided it is not done in bad faith, or for arbitrary or discriminatory reasons

8.05 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. 2 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.

8.06 Time Limits Imposed on Grievances

- (a) 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.
- (b) Time limits referred to in the grievance procedure and arbitration procedure may be extended only by mutual agreement if specified in writing.
- (c) The settlement of grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- (d) All reference made to the number of work days or time limit in the different steps of the grievance procedure shall exclude Saturdays, Sundays and statutory holidays recognized in this agreement and shall be understood to mean the working days of administration at St. Andrew's Residence (i.e. Monday - Friday).

8.07 Mediation - By agreement of the parties, the services of a mediator may be utilized before a grievance is arbitrated. The parties agree to jointly select a private mediator within seven (7) days of the response under Step Two or the date on which such response should have been given (unless the parties have agreed to extend such time limits. The cost of a mediator shall be shared equally between the Union and the Employer. The time limits in

the grievance and arbitration articles of this Agreement shall be considered extended as necessary by the parties when utilizing the services of a mediator.

#### 8.08 Procedure for Proceeding to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made within ten (10) days from the date of the reply of the Administrator in the Second Step of the grievance procedure. Such a request shall be addressed to the other party of the agreement, indicating the name and address of its nominee to the arbitration board. Within ten (10) days thereafter the other party shall respond indicating the name and address of its nominee. If no written request for arbitration is received within the time limit specified above, the grievance in question shall be deemed to have been dropped by the party initiating the arbitration proceedings and, therefore, cannot be processed to arbitration.

Note: The parties may agree in writing to utilize a single arbitrator, without nominees, in which case, the parties will fulfill the administrative functions in 7.02.

Time limits referred to in this Article may be extended only by mutual agreement if specified in writing.

8.09 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).

#### 8.10 Procedure for Selecting the Chair of the Arbitration Board

- (a) At the time of making a request under Article 8.10, the party making the request shall offer at least two (2) names of persons either of who it proposes should be appointed as a single arbitrator of the grievance. The other party shall respond within ten (10) working days to accept or to offer the names of other persons any one of whom it proposes should be appointed to hear the matter. The parties may continue this process of exchange until thirty (30) days have elapsed following the referral under 7.01.
- (b) If the parties fail to agree as provided above and do not agree to extend time limits, then either of them may request that the Minister of Labour appoint a single arbitrator.
- (c) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree otherwise.

8.11 Functions of the Board of Arbitration

- (a) In the event that arbitration proceedings are invoked, the matter before the Board shall be the written grievance identified in 6.02(c), Second Step of the Grievance Procedure.
- (b) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part thereof

8.12 Arbitration Expenses

- (a) The Employer and the Union shall each bear its own separate cost of arbitration, and the expense of its own nominee mentioned in Article 8.11.
- (b) The expense and fee of the chair shall be borne equally by the Employer and the Union

8.13 Notwithstanding the arbitration procedure in this Article, a grievance may be referred to expedited arbitration under the provisions and consistent with the Labour Relations Act.

8.14 Discipline

- (a) If an Employee is to be reprimanded or disciplined, she may have a 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 a Union representative is unavailable, the Union representative will endeavour to provide an alternate representative.

8.15 All discipline, except for those relating to resident abuse, will be removed from an Employee's file after eighteen (18) months providing there have been no similar occurrences. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.

**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.

The parties agree to the following process:

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 representation within ten (10) calendar days.

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.

- 9.02 (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. For clarity, supervision does not include the completing performance developments.
- (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the 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 – PROFESSIONAL DEVELOPMENT**

- 10.01 An orientation and in service program will be provided to all Employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 10.02 A newly employed Employee shall not be placed in charge, until she has been fully oriented to the home.
- 10.03 A newly employed Employee shall be entitled to orientation and shall not be placed in charge, until she has been fully oriented to the Home and to the area where she will be working.
- 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 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.
- 10.06 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the nurses involved.
- 10.07 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.
- 10.08 Personnel File
- An Employee, upon written request shall have an opportunity to view her personnel file, in the presence of the Administrator or designate.
- 10.09 Within fourteen (14) days of receipt of a written request from the nurse, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Employer.

## **ARTICLE 11 – SENIORITY**

- 11.01 (a) Seniority and service for full-time Employees shall be defined as the length of continuous service since the date of last hire, unless modified elsewhere in this agreement.
- (b) Part-time Employees shall accumulate seniority and service on the basis of eighteen hundred (1800) hours paid equals one year since the date of last hire, unless modified elsewhere in this agreement.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire. Employees in the



bargaining unit as of February 2, 2015 will have seniority calculated from date of hire.

#### 11.02 Probationary Period

- (a) A full-time Employee will be considered to be on probation and will not have seniority standing until he/she has worked sixty (60) normal days. It is understood that normal is defined as the number of hours per day the Employee was hired to work.
- (b) A part-time Employee will be considered to be on probation and will not have seniority standing until he/she has worked four hundred and fifty (450) hours.
- (c) Termination of employment of an Employee by the Employer during the probationary period shall not become subject to the grievance or arbitration procedures of this agreement, unless the termination was for discriminatory or arbitrary reasons. Upon satisfactory completion of the probationary period, an Employee will then acquire date of hire seniority standing, dating from the date he/she commenced her current period of employment.
- (d) With the written consent of the Employer, the probationary Employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the 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.
- (e) The parties recognize that ongoing feedback about the Employee's progress is important to the probationary Employee.

#### 11.03 Seniority list

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

#### 11.04 Seniority shall be retained and accumulated when an Employee is absent

from work under the following conditions.

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) Generally when absent due to disability including WSIB benefits, including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time Employees, accumulation will be based on the Employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the Employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) In accordance with the *Employment Standards Act* when on pregnancy/ parental leave (currently a maximum of eighteen (18) months), family medical leave (currently a maximum of twenty-eight (28) weeks in a fifty-two (52) week period) or emergency leave (currently three (3) unpaid sick leave days for personal illness, three (3) unpaid family responsibility leave days for family member illness or other urgent matters, and two (2) unpaid bereavement leave days per year).

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

#### 11.05 Seniority and Employment Termination

An Employee shall lose her seniority and shall be deemed to have terminated her employment when he/she:

- (a) voluntarily quits her employment;
- (b) is discharged and is not reinstated through the grievance procedure;
- (c) does no work for the Employer for a period of twelve (12) months or more except in the case of a lay off when the period will be twenty-four (24) months;
- (d) three (3) work days without reporting shall be considered cause for dismissal, unless a reasonable explanation is given;
- (e) has been granted a leave of absence, including sick leave, and utilizes the leave for a purpose that is different from what was requested or stated by the Employee;

- (f) When absent and in receipt of Benefits under the WSIA as the result of injury or illness incurred while in the employment of the Employer for the period in excess of twenty-four (24) 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 twenty-four (24), and there is no reasonable likelihood the Employee will return to work within the foreseeable future.

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

## 11.06

### Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of two (2) years if an Employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (d) Benefits/Workplace Safety and Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for Employees who are on paid leave of absence or Workplace Safety and Insurance Board if the Employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workplace Safety and Insurance Board benefits shall continue for up to twenty-four (24) months following the date of the injury.

11.07

Job Posting

- (a) When job vacancies occur in the bargaining unit, and the Employer desires to fill such a job vacancy, the Employer will post such fact on the bulletin board for a period of seven (7) calendar days for permanent postings and three (3) calendar days for temporary postings.

Such a posting shall contain:

- i) the classification concerned;
- ii) the qualifications and skill required;
- iii) the anticipated date the position will be available;
- iv) whether the position is temporary (and if so, the expected duration, if known); and
- v) the range of shift(s) proposed and whether the position is full-time, part-time or casual.

- (b) In the case of permanent job vacancies the Employer will consider:

- i) skill, ability and qualifications;
- ii) seniority.

Where the factors in (i) are relatively equal, seniority shall govern.

- (c) An eligible Employee selected on this basis will be given an opportunity of fulfilling the duties of the new job classification during a period, which may not exceed two (2) months. If an Employee fails to meet the requirements for the job at any time during the two-month period, or if the Employee wishes to relinquish the job classification at any time during the two-month period, he/she will be returned to her former job classification.
- (d) An Employee selected on this basis will not be eligible to be considered for another job for a period of two (2) months from the start date of his promotion, unless the Employee moves from part-time to full-time, or from a temporary to a permanent position, or when no other successful applicant from the bargaining unit is found.
- (e) When an Employee is absent from work for a period of four weeks or more then the employer shall post the position on a temporary basis, unless the employer has knowledge of a return date immediately following the four weeks. Postings under this paragraph shall be for three (3) calendar days.

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 Employer. 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 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 is filling.

#### 11.09 Layoff and Recall

- (a) In the event of a proposed lay off of a permanent or long term nature, the Home will provide the Union with at least four (4) week's notice. This notice is not in addition to the required notice for individual Employees.
- (b) In the event of a layoff of a permanent or long term nature, the Home will provide affected Employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notices to the affected Employees as follows:
  - If her service is greater than 9 years – 9 week's notice
  - If her service is greater than 10 years – 10 week's notice
  - If her service is greater than 11 years – 11 week's notice
  - If her service is greater than 12 years – 12 week's notice

#### 11.10 Lay off Procedure

- (a) In the event of lay off the Employer shall lay off Employees in the reverse order of their seniority within their classification, provided that there remain on the job Employees who have the ability and qualifications as required by law to perform the work.
- (b) An Employee who is subject to lay off shall have the right to either:
  - i) accept the lay off; or
  - ii) displace an Employee who has lesser bargaining unit seniority and who is the least senior Employee in the classification in the bargaining unit whose work the Employee is qualified to perform without training other than orientation.

The decision of the Employee to choose (i) or (ii) above shall be given in writing to the Administrator within one (1) calendar week following the notification of lay off.

Employees failing to do so will be deemed to have accepted the lay off.

#### 11.11 Recall Rights

- (a) An Employee shall have opportunity of recall from a lay off to an available opening, in order of seniority, provided she has the ability and qualifications to perform the work before new Employees will be hired to fill them. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications, as required by law as agreed between the parties, of an Employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the sole responsibility of the Employee who has been laid off to notify the Employer of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for her proper address being on record with the Employer.
- (d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision. The date of the layoff of an Employee who is recalled to a temporary vacancy is not altered by that recall, nor does the Employee acquire a new lay off date when the temporary position ends.

- (e) A laid off Employee shall retain the rights of recall for a period of twenty-four (24) months or the length of seniority whichever is the lesser of the two.

#### 11.12 Benefits on Layoff

In the event of layoff, provided the Employee deposits with the Home his/her share of benefits for the succeeding month (save for weekly indemnity for which laid off Employees 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.

Clarity Note: This provision does not apply to an Employee who is off work due to Workers' Compensation or illness. However it is clearly understood that in such circumstances, notwithstanding any provision to the contrary in the collective agreement, all contributions towards benefit costs by the employer will cease after twelve (12) months following the date of injury.

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

#### 11.14 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 eighteen hundred (1800) 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.

#### 11.15 Transfer Outside of the Bargaining Unit

- (a) A nurse who is transferred to a temporary/relief position outside of the bargaining unit for a period of not more than three (3) months, shall not suffer any loss of seniority, service or benefits.

A nurse who is transferred to a temporary/relief position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1), or in the case of pregnancy or parental leave up to eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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

- (b) In the event that a nurse is transferred to a temporary/relief position for a period in excess of one (1) year outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months, or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) A nurse who accepts a transfer under Article 11.15 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

## **ARTICLE 12 – LEAVES OF ABSENCE**

12.01 Leave of absence for personal reasons may be granted at the discretion of management, provided that it does not disrupt the efficiency and service of the Residence. Request for such leave must be made in writing at least one (1) month prior to the commencement of the leave, except in the case of emergency, and must state the date of leaving and the date of return. The maximum length of a leave under this provision shall be ninety (90) days. Such leave shall not be unreasonably withheld.

### 12.02 Union Leave

#### (a) Local Union Leave

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

#### (b) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses' Association

An Employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one-hundred (100) days annually. The Employer will consider requests for additional days off beyond one-hundred (100) days, subject to the operational requirements of the Employer. Such requests will not be unreasonably denied. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.



(c) Leave of Absence for the President of the Ontario Nurses' Association

An Employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits. During such leaves of absence salary 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. The worker agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An Employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty-five (35) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

- (e) The Employer agrees to keep the salary and benefits whole for all Employees on Union Leave under clauses (a), (b), (c) and (d) 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.

12.03 Bereavement Leave

Employees will be granted bereavement leave, subject to appropriate verification, as follows:

- (a) Five (5) consecutive calendar days off without loss of pay immediately following the day of the death of an Employee's immediate family member (i.e. Child or stepchild, parent or spouse including same sex spouse).
- (b) Three (3) consecutive calendar days off without loss of pay immediately following the day of the death of an Employee's brother, sister, mother-in-law, father-in-law, grandparent, spouse's grandparent, grandchild, daughter-in-law, son-in-law, legal guardian.
- (c) Employees shall be provided with one (1) day off without loss of earnings to attend the funeral of the Employee's aunt or uncle,

brother-in-law and sister in-law (such leave shall include only the day of the funeral). In order to qualify for the above, the Employee must have completed her probationary period.

- (d) 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.
- (e) 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 shall not be unreasonably withheld.

## 12.04

### Jury Duty

- (a) An Employee who is selected for service as a juror or service as a crown witness will be compensated for loss of pay from her regularly scheduled shift due to such service. Such compensation will be based on her regularly scheduled hours at her regular hourly rate less the fee received for her services as a juror or crown witness.
- (b) In order for an Employee to qualify for payment under this section she must:
  - i) inform her supervisor within twenty-four (24) hours of her selection for service as a juror or crown witness;
  - ii) if released from service as a juror or crown witness and four (4) hours or more remain in the Employee's regularly scheduled hours, he/she must return to the Employer's premises to complete her remaining normally scheduled work day;
  - iii) provide a written statement to the Employer indicating the date of her service as a juror or crown witness, the time so spent and the fee received for her services and
  - iv) have completed her probationary period.
- (c) It is understood that if the Employee is entitled to receive pay under any other provision of this agreement or as the result of the government legislation, there will be no pyramiding or duplicating of benefits.

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

12.05

Pregnancy /Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time which is as follows:

Pregnancy Leave

- (a) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act, 2000*, as amended from time to time, and may begin no earlier than seventeen (17) weeks before birth date.

The Employee shall give the Employer two (2) week's notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (b) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The Employee shall give at least four (4) week's notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) week's notice of her intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 12.05(l), Parental Leave.

- (d) Notwithstanding Article 12.05(b) above, an Employee must complete six (6) months of continuous service prior to the expected date of birth and be in receipt of Employment Insurance pregnancy/parental benefits to be paid a supplemental Employment Insurance benefit.

The Employee's regular weekly earning shall be determined by multiplying her regular hourly rate on her last day worked period to the commencement of the leave, times her normal weekly hours. The normal weekly hours shall be calculated as the average of the hours in the 13 pay periods prior to the week she commenced the leave.

The SUB top-up by the Home will not take into account the EI insurable earnings from sources other than this facility.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance benefits.

In any week, the total amount of SUB payments and the weekly rate of Employment Insurance benefits will not exceed seventy-five percent (75%) of the Employee's regular weekly earnings.

Such payment shall commence after the one (1) week Employment Insurance waiting period and shall continue while the Employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

Vested interest - Employees do not have a right to SUB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

The regular hourly rate shall be calculated to include all of the Employee's insurable earnings as defined by the *Employment Insurance Act*.

- (e) An Employee who does not apply for leave of absence under Article 12.05 and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 12.05 (b) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- (f) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee contributions. If deductions for the Employee's share of premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (g) An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article, shall so advise the Employer when she requests the leave of absence. If a full time Employee returns to work at the expiry of the normal maternity or adoption leave and the Employee's former

permanent position still exists, the Employee will be returned to her former job, former shifts, if designated.

- (h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of Article 11.10.
- (i) Such absence is not an illness under the interpretation of this Agreement and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- (j) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (k) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under Article 12.05(i) of this agreement. The Employee shall give the Employer at least two (2) week's notice, in writing, that she intends to take parental leave.
- (l) Parental Leave
  - i) An Employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
  - ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - iii) Parental leave must begin no later than sixty-three (63) weeks of the birth of the child or comes into the custody, care, 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 sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she/he did not. Parental leave shall be an earlier day if the Employee gives the Employer at least four (4) week's written notice of that day.

- iv) For the purposes of parental leave under this article, the provisions under pregnancy leave shall also apply.

It is understood where an Employee is entitled to parental leave only the following will apply:

The total amount of SUB payments and the weekly rate of Employment Insurance benefits will not exceed seventy-five percent (75%) of the Employee's regular weekly earnings.

Such payment shall commence after the one (1) week Employment Insurance waiting period and shall continue while the Employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

#### 12.06 Education Leave

Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay, upon successful completion, the full costs associated with the courses.

If required by the Employer, an Employee will be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations.

- 12.07 (a) An Employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*.
- (b) A nurse 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 nurse is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.08 Military Leave

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

#### 12.09 Domestic Violence Leave

Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act* as amended from time to time.

## **ARTICLE 13 – SICK LEAVE**

13.01 Income protection is payable when a full-time Employee is absent from work due to legitimate personal illness or injury which is not compensable under the *Workplace Health and Safety Insurance Act*. It is understood that payment of income protection is for the sole and only purpose of protecting Employees against the loss of income during time of such illness.

- (a) The Employer will pay sixty-six and two-thirds percent (66 2/3%) of the full-time Employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the third day of such illness or injury.
- (b) The Employer will pay one hundred percent (100%) of the billed premium for full-time Employees for a weekly indemnity plan covering from the fourth (4<sup>th</sup>) day of legitimate personal illness or injury up to the end of the first calendar week of such illness or injury or their return to work prior to the end of the first week. Payment under weekly indemnity will be sixty-six and two-thirds percent (66 2/3%) of straight-time scheduled wages lost. For clarity, individual day legitimate illnesses are covered by this plan.
- (c) The Employee shall apply for E.I. sick leave for weeks two (2) through sixteen (16) of any legitimate illness or injury. The Employer will top-up these benefits to sixty-six and two-thirds percent (66 2/3%) of straight time wages. In the event the Employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two-thirds percent (66 2/3%) of her straight time wages for weeks two (2) through sixteen (16) of any legitimate illness or injury but shall not be eligible for benefits under (c) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time Employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks seventeen (17) through 26 of such illness or injury. Payment under weekly indemnity will be sixty-six and two-thirds percent (66 2/3%) of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences after the third month of employment.

### 13.02 Absent from Work and Reporting

An Employee who is unable to report for work will be expected to notify the Employer as soon as he/she is aware of that fact, but in no event less than two (2) hours before the start of the day shift and no less than six (6) hours before the start of the afternoon and night shifts.

An Employee who has been absent from work without a specific return date will be expected to notify the Employer of her ability to return to work at least six (6) hours before the start of her next scheduled shift.

Absent Employees will not be considered for call-ins until the Employee notifies the Employer of their availability.

- 13.03 Prior to receiving sick pay, an Employee may be required to provide the Employer with a medical certificate certifying that he/she is unable to carry out her normal duties due to sickness or injury. Such request shall be based on reasonable grounds.

The Employer will pay up to \$25.00 towards the cost of a certificate under this provision on presentation of a receipt showing payment for the certificate. A medical certificate will include a certificate from a nurse practitioner and midwife.

#### **ARTICLE 14 – HOURS OF WORK**

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

- 14.02 The normal work day shall consist of seven and one-half (7½) hours exclusive of a minimum of one-half (½) hour unpaid lunch break.

Lunch breaks will be scheduled subject to the exigencies of resident care. If Employees are required to provide care and treatment to residents of the Home during their lunch period, the Employer agrees that any time so lost shall be provided to the Employees after such treatment is completed for the purpose of allowing Employees concerned to finish their lunch period.

- 14.03 The normal work period for a full-time Employee will consist of seventy-five (75) hours, which shall be averaged over a two (2) week period.

- 14.04 When posting the schedule, the schedule will incorporate the following Principles:

(a) There shall be an interval of not less than:

- Eight (8) hours off between tours worked; and,
- Forty-eight (48) hours off following the night shift when changing to another shift.

(b) During each bi-weekly pay period there shall be four (4) days off, of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than five



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

- (c) Weekends off will be distributed equitably amongst the full-time and regular part-time Employees with the understanding that the employer will endeavour to schedule full time Employees off every other weekend. A weekend will be defined as the forty-eight (48) hour period starting 2300 Friday and ending 2300 Sunday.
- (d) Employees will not be scheduled to rotate over more than two (2) different shifts during the week.
- (e) The day shift shall be the first shift of the day.

14.05 Prior to altering the starting or finishing times, or prior to introducing different tours, the Bargaining Unit President shall be notified and the Employees consulted for input and comments. Where the Union wishes to discuss alternate methods of scheduling, a meeting will be arranged to discuss such schedules.

14.06 When the Employer schedules shifts which are greater than six and one-half (6 ½) hours in duration, such shifts shall include two (2) fifteen (15) minutes paid rest periods.

When the employer schedules shifts which are greater than four (4) hours, but not more than six and one-half (6 ½) hours in duration, such shifts shall include one (1) fifteen (15) minute paid rest period.

All shifts of four (4) hours or less will not receive a fifteen (15) minute paid break.

In addition to the above, all shifts greater than five (5) hours of work in duration will include a one-half (½) unpaid meal break.

- 14.07 (a) The Employer shall provide that the hours and days off work of each Employee for a period covering at least four (4) consecutive weeks shall be posted at least two (2) weeks in advance, and shall not be changed after posting except for good reason or unless mutually agreed upon between the Employee and the Employer.
- (b) If requests for single days off are submitted by the Employee in writing at least one week prior to the posting of the schedule in which the day(s) is requested, the employer will endeavour to accommodate such requests provided it does not disrupt the efficiency and service of the Residence.
- (c) Requests for change in posted work schedules must be submitted in writing and co-signed by the Employee willing to exchange days off or exchange shifts worked. In the event it is understood that such change will be initiated by the Employee, approved by the Employer

and shall not result in overtime compensation or payment, or any other claims on the Employer by any Employee under the terms of this Agreement.

- 14.08 An Employee who reports for work at the starting time of her scheduled shift, not having been previously advised not to so report, shall be given a minimum of four (4) hours' work at any work available, or four (4) hours in pay in lieu if no work available, at the Employee's straight time hourly rate of pay. The Employer shall not be subject to this obligation in the case of an Employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, and in the case of fire, power failure or circumstances beyond the reasonable control of the Employer.
- 14.09 Those Employees working when the change from daylight saving to standard time, or vice-versa, occurs shall be paid straight time for the exact number of hours worked during the shift.
- 14.10 For the Christmas/Boxing Day and New Year's Day holidays, the Employer will schedule Employees on an alternating basis. If Employees are scheduled for Christmas/Boxing Day one year, then they will have it off the following year and will be scheduled New Year's Day. The reverse shall also apply.
- 14.11 Part-time scheduling
- (a) Regular part-time employees shall be scheduled in accordance to their master schedule as attached to the posting.
  - (b) Extra shifts, prior to the schedule being posted will be scheduled based on availability and rotating seniority to regular part-time employees, and extra shifts, after the schedule has been posted, will be offered via call-in to regular part-time and casual employees on a rotating seniority basis, provided the distribution of shifts does not place an employee into a premium pay or overtime situation.
  - (c) Where premium (overtime) shifts become available, such shifts shall be offered first to full-time Employees on the basis of seniority, then regular part-time and casual Employees on the basis of seniority
- 14.12 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 minutes however, the entire period shall be considered overtime for the purposes of payment.
- 14.13 For vacation scheduling purposes only, in accordance with Article 14.11, regular part-time employees will indicate their availability to replace full-time and regular part-time employees at the time of vacation planning as per Article 17.04. The Employer may pre-book regular part-time employees based on their availability. Where no regular part-time employees are

available, the Employer may pre-book casual part-time based on their availability.

## **ARTICLE 15 – PREMIUM PAYMENT**

- 15.01 All time worked in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two week period shall be considered overtime. The overtime rate shall be one and one-half (1½) times the regular straight time hourly rate as set out in Schedule A.
- 15.02 If the majority of the Employee's shift is worked on any defined holiday, such Employee shall be paid at one and one-half (1.5) times her regular rate for all work performed on that shift. The shift so defined will constitute the Employee holiday shift.
- 15.03 Call-Back
- A full-time Employee who has been called back to work by the Employer after completing her earlier shift shall be paid for a minimum of three (3) hours at overtime rates, providing her original shift was seven and one half (7.5) hours in duration.
- 15.04 Where call-in is requested within one-half (½) 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 No Employee will be temporarily laid off from her scheduled shift in order to avoid overtime payment of time and one-half unless such change is mutually agreed between the Employee and the Employer.
- 15.06 Overtime Payment
- Failure to provide at least eight (8) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such rest period.
- 15.07 An Employee required to work more than five (5) hours overtime shall be allowed a one-half hour meal break and a fifteen (15) minute paid break.
- 15.08 a) Shift Premium
- A shift premium shall be provided to both full time and part time Employees for all hours worked between 3:00 p.m. (1500 hours) and 7:00 a.m. (0700 hours) at the rate of thirty (\$0.30) cents per hour for all hours worked.
- Effective the first pay period after ratification, increase to forty (\$0.40) cents.

Effective April 1, 2022 increase to forty-five (\$0.45) cents per hour.

b) Weekend Premium

Effective the first pay period after ratification, all hours between Friday at 2300 hours to Sunday at 2300 hours will be paid a weekend premium of fifteen cents (\$0.15) per hour for all hours worked.

Effective April 1, 2022 increase to twenty-five (\$.25) cents.

- 15.09 There shall be no pyramiding or duplicating of overtime or premium rates or any other benefit under this agreement. Nothing will disentitle the Employee to payment of the normal shift differentials provided herein.

**ARTICLE 16 – PAID HOLIDAYS**

(Articles 16.01 to 16.07 apply to full-time Employees only)

- 16.01 Employees who have completed their probationary period will be entitled to the following holidays:

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

Such float holidays will be taken at a time mutually agreeable between the Employee and the Supervisor.

- 16.02 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.
- 16.03 Full-time Employees will qualify and be paid in accordance with the mechanisms used in the *Employment Standards Act*.
- 16.04 A full-time Employee shall not be paid for any recognized holiday if he/she:
- (a) fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public holiday or all of his or her first regularly scheduled day of work after the public holiday
  - (b) fails, upon request, to provide a medical certificate for illness or injury occurring on the normal scheduled shift in (a) above;

- 16.05 Where an Employee is scheduled to work on a holiday, he/she shall be paid at the rate of one and one-half (1 ½) times her regular straight time hourly rate for all hours so worked, in addition to her holiday pay entitlement as outlined in Article 16.03.
- 16.06 An Employee who is scheduled to work on a recognized holiday, and who fails to do so without reasonable cause, shall lose her entitlement for the holiday pay. Where such absence is due to illness or injury, the Employer may request a medical certificate.
- 16.07 It is understood that if an Employee is entitled to receive pay on any day recognized as a paid holiday under any other provision of this agreement or, as the result of government legislation, there will be no pyramiding or duplicating of pay.
- 16.08 (Article 16.08 applies to part-time Employees only)
- If a part-time Employee works on any of the holidays listed in Article 16.01 of this Agreement, she/he shall be paid at the rate of time and one-half (1 ½) her/his regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday.
- 16.09 Accommodations of Spiritual or Cultural Observances
- Where an Employee observes a cultural/spiritual day other than those listed above, the Employee shall submit their request in January of each year for the twelve (12) month period following March 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.
- Honouring such request shall be subject to the operational requirements of the Home. Where a full-time Employee is required to work the substitute day, she will receive a lieu day off with pay.

## **ARTICLE 17 – VACATIONS**

- 17.01 (a) The following vacation schedule shall apply to all full-time Employees.
- i) An Employee who has completed less than one (1) year of continuous employment as of and including April 30<sup>th</sup>, in any current year, shall receive vacation pay according to the *Employment Standards Act*.

- ii) An Employee who has completed one (1) or more years, but less than three (3) years of continuous employment as of and including April 30<sup>th</sup>, in any current year, shall receive two (2) weeks' vacation time off and four percent (4%) of her gross earnings.
  - iii) An Employee who has completed three (3) or more years, but less than nine (9) years of continuous employment as of and including April 30<sup>th</sup> of any current year, shall receive three (3) weeks' vacation time off and six percent (6%) of her gross earnings.
  - iv) An Employee who has completed nine (9) or more years of service, but less than fifteen (15) years of continuous employment as of an including April 30<sup>th</sup> of any current year, shall receive four (4) weeks' vacation time off and eight percent (8%) of her gross earnings.
  - v) An Employee who has completed fifteen (15) or more years, but less than twenty-three (23) years of continuous employment as of an including April 30<sup>th</sup> of any current year, shall receive five (5) weeks' vacation time off and ten percent (10%) of her gross earnings.
  - vi) An Employee who has completed twenty-three (23) or more years, but less than thirty (30) years of continuous employment as of an including April 30<sup>th</sup> of any current year, shall receive six (6) weeks' vacation time off and twelve percent (12%) of her gross earnings.
  - vii) An Employee who has completed thirty (30) or more years of continuous employment as of an including April 30<sup>th</sup> of any current year, shall receive seven (7) weeks' vacation time off and fourteen percent (14%) of her gross earnings.
- (b) Part-time Employees shall be paid vacation pay based on the following formula:

Less than one (1) year service	As per <u>Employment Standards Act</u>
1 year but less than 3 years service	4% of gross earnings
3 years but less than 9 years service	6% of gross earnings
9 years but less than 15 years service	8% of gross earnings
15 years but less than 23 years service	10% of gross earnings
23 years but less than 30 years service	12% of gross earnings
30 years or more of service	14% of gross earnings

For the purposes of this provision, part-time Employees will accrue service on the basis of one (1) year = eighteen hundred (1800) hours paid.

- 17.02 Vacations will be granted subject to operational and staffing requirements. Where there is a dispute between Employees over a vacation date, seniority will govern provided that the final right to allotment of vacation periods is reserved to the Employer so as to ensure the orderly operation of the business. Employees are encouraged to take vacation, as time off, in accordance with their entitlement under this Article and are required to take vacation as time off, in accordance with the requirements of the *Employment Standards Act*.
- 17.03 An Employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.
- 17.04 Employees shall indicate their vacation preference by March 30<sup>th</sup>. Once the Employee's vacation period is approved, it shall not be changed without the consent of the Employee and Employer. The listing of vacation periods shall be posted by May 1<sup>st</sup>. Where Employees request vacation time after March 30<sup>th</sup> and the Employer is able to grant the request once vacation requests filed before March 30<sup>th</sup> are considered, these shall be granted on a first come, first approved basis.
- 17.05 All Employees shall be paid their accrued vacation pay in the month of December by way of a separate deposit. If requested during other times during the year, vacation pay will be included in the next pay deposit following a timely request.
- 17.06 An Employee shall be entitled to receive her vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon between the Employee and the employer. It is agreed that vacation shall be taken in one week blocks unless mutually agreed otherwise by the Employee and the employer.
- 17.07 Vacations shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of a year.  
  
Notwithstanding the above, vacations will not be granted between December 10 and January 10, except where mutually agreed upon between the Employee and the Employer.
- 17.08 If one of the paid holidays occurs during an Employee's vacation, the Employee will be credited with an additional day off with pay which may be added to their vacation or receive a day's pay.

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

- 18.01 The following applies to FT only Employees only.

### Life Insurance

The Employer will pay 100% of the premium cost for Life Insurance in the amount of \$25,000 of Group Life Insurance for each enrolled full-time Employee.

### Accidental Death and Dismemberment

\$25,000 of Accidental Death and Dismemberment Insurance for each enrolled full-time Employee.

These benefits terminate at age 70 or earlier retirement.

### Extended Health Care Plan

The Employer will pay eighty percent (80%) of the premium cost for the Extended Health Plan or equivalent plan for all full-time Employees after the completion of their probationary period.

The Employer will provide for the following services for each full-time Employee enrolled and their family.

- One dollar (\$1.00) deductible per prescription
- Unlimited lifetime coverage in Ontario
- Para-medical services, as described in the current plan.
- Equipment purchases or rentals as required.
- Mandatory Generic substitution of all drugs unless there is a medically documented adverse reaction to the generic substitution.
- No semi-private coverage.
- Vision Care to a maximum of two hundred and fifty dollars per (\$250/24) months for frames and lenses, regular contacts and laser eye surgery and \$200 per 24 months for special contact lenses required for severe corneal scarring, keratoconus or aphakia and up to \$70.00 for an eye exam once every twelve (12) consecutive months.

### Dental Care Plan

The Employer will pay seventy-five per cent (75%) of the premium cost for a Basic current Benefit Plan except as amended herein or an equivalent plan for all full-time Employees after the completion of their probationary period based on the O.D.A. Scale with a two year lag.

The Employer will provide the following coverage to each enrolled full-time Employee and their family.

- Basic care and maintenance.
- Will provide for up to fifteen hundred dollars (\$1,500) of coverage for each person and their family who is enrolled.



- Will provide for repair, relining and rehasing of denture, will not provide for purchase of dentures.
- Will provide endodontal and periodontal coverage (root canal and will provide coverage for disease of the gums).
- There will be no deductible.

The Extended Health Care benefit and the Dental Care benefit are optional benefits to Employees who area already covered by a spouse.

To take the Extended Health and Dental benefits, Employees must take the Group Life and Accidental Death and Dismemberment.

The above outlines the principal features not included in the insurance program, but it is not to be considered the contract of insurance. The complete terms and conditions are set forth in the policies, certificates and/or plans of each of the insuring companies.

The Employer's payment toward the insurance program will cease when an Employee is laid off, terminated or on a leave of absence as specified in Article 11.05 of this agreement.

The Employer is only responsible for the payment of the benefit premiums as outlined in this collective agreement and any dispute regarding coverage or entitlement cannot be the subject of a grievance and must be taken up with the insurance provider directly.

18.02 The Employee's share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

18.03 Effective January 1, 2016, Employees will be enrolled in The Nursing Homes and Related Industries Pension Plan. Previous pension plans will no longer be offered.

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

(1) "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:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked;
- (iii) vacation pay; and
- (iv) 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 nine hundred and seventy five (975) hours of service.

- (2) Effective January 17, 2018, each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being two percent (2%) 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.

- (3) The Employee and Employer contributions shall be paid 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.
- (4) 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.

- (5) 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-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- (i) To be provided once only at plan commencement
  - Date of hire
  - Date of birth
  - Date of first remittance
  - Seniority list (for purposes of calculations past service credit).
- (ii) To be provided with each remittance
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
- (iii) To be provided once, and if status changes
  - Address as provided to the Home
  - Termination date when applicable
- (iv) To be provided once, if they are readily available
  - Gender
  - Marital status
- (v) To be Provided annually but no later than December 1
  - i) Current complete address listing
  - ii) Details of all absences of members from the workplace due to an injury for which the member received Workplace safety and Insurance Board benefits
  - iii) All approved leaves of absence including type of leave

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

18.04 Notwithstanding the provisions of Article 18.01 above, 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:

- 18.01(a) Reduce life insurance by 50% to the equivalent of twelve thousand and five hundred dollars (\$12,500).
- 18.01(b) Dental
- 18.01(c) EHC

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 above, or the employee can elect to receive the percentage-in-lieu 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.

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 Article 18.04 for all items now included in the payment.

- 18.05 (a) The Employer shall provide each Employee with information booklets outlining all of the current provisions in the benefits plans defined in Article 18.01 to Article 18.05 inclusive and the Sick Leave Plan defined in Article 13. Upon request, the Employer will make the Plans available to the Union for inspection.
- (b) The Employer may substitute another carrier for any of the benefit plans, 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.

18.06 Benefits for Temporary Full-time Employees

If a part-time Employee is successful in bidding for a temporary full-time position, she shall remain on "in lieu of benefits" for twelve (12) months, after which she shall be deemed to be a full-time Employee for the purposes of benefits.

**ARTICLE 19 – MISCELLANEOUS**

- 19.01 Copies of this Collective Agreement will be provided to each Employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Employer and the local Union, as requested. The cost of printing the Collective Agreement, will be shared equally by the Employer and the Union.
- 19.02 It shall be the duty of each Employee to notify the Employer promptly of any change in address or any change in temporary residency. If an Employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an Employee. An Employee shall notify the Employer of any change to her or his telephone number.
- 19.03 The Employee may choose her or his personal physician for all medical examinations.

#### 19.04 Influenza Vaccine

Upon recommendation 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 vaccination is not covered by some other sources, the Employer will pay the cost for the vaccination only.

Where the vaccination is medically contra-indicated, and where a medical certificate is provided to this effect, costs for the antiviral medication will be paid for by the employer, if not covered by another source.

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 the 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*.

#### 19.05 Errors on Paycheques

In the event of an Employer error on an Employee's pay, resulting 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 the error is confirmed.

In the case of an overpayment of a day's pay or less for an Employee, the overpayment will be deducted on the pay period following the date 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 Employer and the Employee.

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

- 19.06 The regular pay day shall be every other Thursday. Where a change in date is required the employer will provide the Union with sixty (60) days notice of such change.
- 19.07 The Employer shall provide to the Union individual bulletin board space in such place so as to inform all Employees in the bargaining unit of the activities of the Union.

## **ARTICLE 20 – COMPENSATION**

- 20.01 The salary rates in effect during the term of the Agreement shall be those set out in Schedule A.

20.02 Percentage In-Lieu for all Part-time Employees

Part-time and casual Employees will receive 8.5% of straight time wages in lieu of all health and welfare benefits, dental benefits, sick leave and paid holidays.

- 20.03 Claim for recent related experience, if any, shall be made in writing by the registered nurse at time of hiring. The nurse shall provide the Employer with verification of previous experience no later than the completion of the probationary period. The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid.

For full-time Employees the Employer shall give effect to part-time experience, and for part-time Employees the Employer shall give effect to full-time experience.

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

- 20.04 (a) Should any new job classifications be established by the Employer, within the bargaining unit, during the life of this agreement, the Employer will notify the Union of the new job classification and the range of wage rates for such classification. Within a period of thirty (30) days from the date of notice, a meeting will take place, if so requested by the Union, to discuss such wage rates. The Employer will arrange to hold the meeting within thirty (30) days of the receipt of the request. If no request has been made by the Union to discuss the range of wage rates within the thirty (30) days, the range of wage rates shall become part of the wage structure.

If the parties are unable to agree on the range of wage rates for a new job classification, the disputed range of wage rates will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the arbitrator shall only have the right to establish the new wage rates by

comparing the new job classification with existing wage rates of the other job classifications established in this agreement. It is understood that the new wage rates will be paid retroactive to the date an Employee was transferred to the new job classification.

## **ARTICLE 21 – DURATION**

- 21.01 This Agreement shall continue in effect from April 1, 2020 until March 31, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.
- 21.04 Except as expressly noted, all the terms and conditions 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 full pay periods of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Home will contact former employees at their last known address on recorded with the home, with a copy to the bargaining unit, within 30 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 notice to claim such retroactivity and, if they fail to make a claim within sixty (60) day period, their claim will be deemed to be abandoned.

## **ARTICLE 22 – APPENDICES**

- 22.01 Attached hereto and forming part of this Agreement are the following schedules and appendices:

Appendix A Wage rates  
O.N.A. Grievance Form

Dated at Chatham, Ontario, this 21st day of March, 2022.

**FOR THE EMPLOYER:**

"Jessica Smith"

"Sara Baute"

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

"Candis Simpraga"  
Labour Relations Officer

"Melanie Miron"  
Bargaining Unit President

"Tonya Hunter"

\_\_\_\_\_



**SALARIES**

<b>RPN</b>	<b>APRIL 1, 2019 2%</b>	<b>APRIL 1, 2020 2%</b>	<b>APRIL 1, 2021 2%</b>	<b>APRIL 1, 2022 2%</b>
Start	21.62	\$22.05	\$22.49	\$22.94
Post Probation	22.07	\$22.51	\$22.96	\$23.42
1 Years	22.38	\$22.83	\$23.29	\$23.76
2 Years	22.59	\$23.04	\$23.50	\$23.97
3 years	23.23	\$23.69	\$24.16	\$24.64
4 Years	23.44	\$23.91	\$24.39	\$24.88

<b>RN</b>	<b>APRIL 1, 2019 2%</b>	<b>APRIL 1, 2020 2%</b>	<b>APRIL 1, 2021 2%</b>	<b>APRIL 1, 2022 2%</b>
Start	28.56	\$29.13	\$29.71	\$30.30
Post Probation	29.13	\$29.71	\$30.30	\$30.91
1 Years	29.55	\$30.14	\$30.74	\$31.35
2 Years	29.81	\$30.41	\$31.02	\$31.64
3 years	30.67	\$31.28	\$31.91	\$32.55
4 Years	31.03	\$31.65	\$32.28	\$32.93

## APPENDIX B O.N.A. GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO		GRIEVANCE REPORT / RAPPORT DE GRIEF	
ON A LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. N° DU GRIEF	2.	
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIIO:	
STEP ONE PREMIÈRE ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP TWO DEUXIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
STEP THREE TROISIÈME ÉTAPE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
▶	DATE RECEIVED BY THE UNION: DATE DE RÉCEPTION PAR LE SYNDICAT:	SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR	
<small>ON-09 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER    2. BROWN - ONA    3. BLUE - LOCAL ASSOCIATION    4. GREEN - GRIEVOR                      DISTRIBUTION: 1. NOIR - EMPLOYEUR    2. BRUN - AIIO    3. BLEU - ASSOCIATION LOCALE    4. VERT - PLAIGNANTE</small>			

**LETTER OF UNDERSTANDING**

BETWEEN:

**ST. ANDREWS RESIDENCE, CHATHAM**  
(Hereinafter referred to as the "Employer")

AND:

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

RE: College of Nurses Registration Fee

Employees in the bargaining unit as of February 2, 2015 shall continue to have their College of Nurses of Ontario fees paid until such time as they leave the bargaining unit.

Dated at Chatham, Ontario, this 21st day of March, 2022.

**FOR THE EMPLOYER:**

"Jessica Smith"

"Sara Baute"

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**FOR THE UNION:**

"Candis Simpraga"  
Labour Relations Officer

"Melanie Miron"  
Bargaining Unit President

"Tonya Hunter"

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