

## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**ST. JOSEPH'S VILLA OF SUDBURY**  
(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 mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer undertakes that he 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 Ontario Nurses Association as the bargaining agent for all registered nurses and registered nurses with a temporary certificate of registration engaged in a nursing capacity at St. Joseph's Villa in Sudbury, Ontario, save and except Director of Care and persons above the rank of Director of Care.
- 2.02
- (a) A full-time employee shall mean an employee covered by this Agreement who is committed to and regularly works the full work period of seventy-five hours biweekly (or, in the case of extended tours, seventy-five hours biweekly averaged over the 6 week nursing schedule) exclusive of overtime.
  - (b) A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
  - (c) A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- 2.03 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.

## 2.04 Minimum Staffing

- (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that are set out in *LOU re: 2.04*.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.
- (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of date of settlement, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

2.05 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the employee to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

2.06 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary in accordance with the level set out in Appendix "A".

- 2.07 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 2.08 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.09 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.
- 2.11 Whenever an entitlement in this agreement is referenced in terms of "days" it is based upon a 7.5 hour normal daily shift and must be adjusted accordingly for extended tours unless expressly provided otherwise.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

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

## **ARTICLE 4 – RELATIONSHIP**

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

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

- 4.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation, gender identity, gender expression, record of offences, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

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

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

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

(a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.

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

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

“Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”.

Workplace sexual harassment:

- i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Ref: Occupational Health and Safety Act, Sec. 1 (1).

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

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

4.05

Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the Ontario Human Rights Code.
- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.

- (c) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

- (d) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provision of this Agreement in the event of a conflict. The inability of the parties to meet regarding a modified return to work will not unreasonably delay a member's return to work.

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

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES**

- 6.01 The Employer will recognize the following:
  - (a) Two (2) employee representatives. Upon mutual agreement of the parties, the number may be altered from time to time.
 

Where an employee representative commences on an extended leave of absence, the Union will endeavour to find a temporary replacement for the employee representative from within the Home.
  - (b) A Grievance Committee of two (2) employees.
  - (c) A Negotiating Committee of two (2) employees.
  - (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this



Committee shall be held at the request of either party, but no more than once quarterly, unless required pursuant to Article 19.01, or more frequently as otherwise mutually agreed. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

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

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
  - ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
  - iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.
- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The Employer will provide replacement staff where operationally required.
  - (f) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.

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

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

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

and night shift shall receive paid time off for the actual day of the negotiating meeting.

- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfill their duties as Committee members as set out in a) above. However, it is further agreed that 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 or designate. Such permission shall not be unreasonably withheld.

6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such employees of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.

#### 6.06 Health & Safety

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

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

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

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

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

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

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.
- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are

aware of the requirement to practice universal precautions in all circumstances.

- (h) The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

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

- i) Designing safe procedures for employees.
- ii) Providing training appropriate to these policies
- iii) Reporting all incidents of workplace violence.

- (i) The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

- iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

- (j) A worker shall,

- i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- ii) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- iii) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and

- iv) report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

(k) Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

(l) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the Nursing Home.

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

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

- (m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the *Act* for those persons with supervisory responsibilities.
- Employees who regularly work alone or who are isolated in the workplace.

## 6.07 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every

reasonable 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 2.11.

- (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.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent (responsive) behaviour.
- (g) The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violence or responsive behaviors. Such a system shall include flagging measures which may include:
  - i) Information about individual residents triggers;
  - ii) Pre-admitting checklist;
  - iii) Computerized record of resident's history of violence;
  - iv) Readily visible signage on the outside of the resident chart;
  - v) Visible notation on the face sheet of the resident chart;
  - vi) Signage for resident room doors;
  - vii) Signage at bedside if multiple occupancy room and;
  - viii) A method to communicate pertinent information about a resident and associated visitors to all employees.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative in workplaces with six (6) – nineteen (19) employees.

(h) Damage to Personal Property

The Employer will provide reimbursement for replacement of damages incurred to the employee's personal property, such as eyeglasses, contact lenses or other prosthesis, etc., ripped uniforms, personal clothing as a result of being assaulted while performing his/her work.

The employee will endeavour to present her or his claim to the Employer within seven (7) days after the event, unless it was impossible for her or his to do so during this period.

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

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

6.09 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.

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

6.11 Where technology exists, the Employer will provide an internal email contact for communication with ONA members.

## **ARTICLE 7 – UNION SECURITY**

7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears

or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.

- 7.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. At least twice per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

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

- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

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

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



attention of the immediate supervisor to settle such differences within ten (10) days of the occurrence.

#### Step No. 1

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

#### Step No. 2

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

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

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

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

#### 8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Director of Human Resources or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance

shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 8.08 Discharge Grievance

- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.
- (b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

- 8.09 (a) If an employee is to be reprimanded or disciplined, she may have an employee 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 employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the employee representative will endeavour to provide an alternate representative.

#### 8.10 Policy Grievance – Union Grievance

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

#### 8.11 Policy Grievance – Employer Grievance

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

- 8.12 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Within thirty (30) calendar days of the receipt of notice referred to in Article 8.12(a) above, either party may require a process for a sole arbitrator where the grievance concerns:
- i) a job posting
  - ii) a short term layoff
  - iii) responsibility pay, premiums, overtime and call-in pay
  - iv) entitlement to leave
  - v) scheduling issues
  - vi) any other grievance as mutually agreed.

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

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

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 8.20 will apply to this Article, except where specifically modified by this Article.

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

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

## **ARTICLE 9 – SENIORITY AND JOB SECURITY**

- 9.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service with the Home since the date of last hire, subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other

related provision of the Collective Agreement.

- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the Home since the date of last hire, equals one year of seniority and service subject to Article 9.03-9.05, 9.17, 9.18 and 11.09 and any other related provision of the Collective Agreement.

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

- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
  - i) four hundred fifty (450) hours worked for full-time employees,
  - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first for regular part-time employees, and
  - ii) three hundred sixty (360) hours worked or eight (8) calendar months, whichever comes first for casual part-time employees.
  - iv) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.
  - v) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

## 9.02

The Employer will post up-to-date seniority lists on the Union bulletin board on March 15<sup>th</sup> and September 15<sup>th</sup> of each year, which will record the employee's seniority as of the last complete pay period prior to March 7<sup>th</sup> and the last complete pay period prior to September 7<sup>th</sup>, as applicable. A copy of the seniority list shall be sent to the Bargaining Unit President at the

time of the posting. Seniority lists will include names, classification, and seniority date for full-time employees and seniority hours accumulated for part-time employees.

The seniority list as posted will be used for all seniority purposes in the subsequent six month period following its posting except for job postings and layoffs. In the case of layoffs and those job postings in which seniority is a factor, the Employer will utilize the employee's up-to-date seniority as calculated as of the last full pay period prior to the issuance of the notice(s) of layoff and the last full pay period prior to the selection date for a job posting.

Any objections as to the accuracy of the seniority list must be submitted in writing to the Director of Human Resources within fourteen (14) calendar days of the date the list was posted on the bulletin board. When proof of error is presented by the employee or her employee representative, such error will be corrected immediately and when so corrected the agreed upon correction will be final and a revised seniority list will be posted.

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

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

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

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

- (a) when on an approved leave of absence without pay, not provided for in 9.03 (b) above;

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

- (b) when absent due to layoff for a period of twenty-four (24) calendar months;
- (c) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months;
- (d) when on illness absence not paid by the Employer for a period up to thirty (30) months.

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than twenty-four (24) calendar months;
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) when on illness absence not paid by the Employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

9.06 (a) Where a vacancy which is not covered by Article 9.07 occurs in the bargaining unit, which the Employer intends to fill, or a new position

within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) calendar days. Employees may make written application to their Director of Care or designate for such vacancy within the posting period. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. If requested, a copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.

- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) Where an employee will be absent on vacation, she may indicate in writing to her Director of Care or designate her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

9.07

- (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 Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

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

- (b) Vacancies and subsequent vacancies that are expected to exceed sixty (60) calendar days and are caused by pregnancy and/or parental leave, Union leave, Workplace Safety and Insurance Board (WSIB) leaves, sick leave under Article 14, and family medical leave or any other leave protected under the *Employment Standards Act* or the *Human Rights Code* will be posted as "Temporary Vacancies"



and filed as per Articles 9.06 and 9.08. For clarity, Article 9.07 (a) does not apply to these vacancies.

- i) The parties agree that an employee who is awarded a vacancy under (b) shall retain her/his original position/status and shall have the right to return to her/his former position upon the return of the employee whose position she/he is filling.
  - ii) Where a Temporary Vacancy arises under (b), full-time employees can apply for full-time Temporary Vacancies only. Part-time employees can apply for either full-time or part-time vacancies. Positions will be awarded pursuant to Article 9.08.
- (c) A part-time employee who is awarded a temporary full-time position under (b) shall be deemed to retain her part-time status.
  - (d) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
  - (e) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.

9.08 In all cases of job postings under Article 9.06 above, the following factors shall be considered:

- (a) skill and ability;
- (b) seniority.

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

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

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

#### 9.11 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who

work casual part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

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

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

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

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

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

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

9.13 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.12.

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

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

- 9.16 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual part-time employees the maximum is \$250.00.

An Employee, upon long-term layoff, at her or his own expense, and except for short and long term sickness and income protection, may continue benefit coverage for a period of twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis

9.17 Positions Outside the Bargaining Unit

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

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than fifteen (15) 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. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to eighteen (18) months from the date of the assignment. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

A nurse must remain in the bargaining unit for a period of at least five (5) 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) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.

- (c) The Home agrees that it will not make work assignments that violate the purpose and intent of this provision. The Home will advise the local Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 9.17 the date the assignment commenced, the area of assignment and the duration of such assignments.
- (d) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

#### 9.18 Change of Status

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

#### 9.19 Local Health Integration Networks and Restructuring

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

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

#### 9.20 Work of the Bargaining Unit / Agency Nurses

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

Nurses will be assigned duties and responsibilities in accordance with the *Regulated Health Professions Act* and other applicable statutes and regulations thereto. The Employer will not assign such

duties and responsibilities to employees not covered by this Agreement unless those duties and responsibilities are appropriate to the position occupied by the person to whom the duties and responsibilities are being assigned and are consistent with quality patient care.

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

In order for the Union to be able to monitor the extent of work assignment between RNs and RPNs in the workplace, the Employer will provide the Union's Labour Relations Officer and Bargaining Unit President with semi-annual reports (by March 31 and September 30 each year), by bargaining unit, site and by nursing unit, of the following:

- A) the number of part-time and full-time RN bargaining unit hours worked;
- B) the number of part-time and full-time RPN bargaining unit hours worked.

## **ARTICLE 10 – EMPLOYEE FILES**

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

Having provided a written request to the Director of Human Resources, or her designate, an employee shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Human Resources, at a mutually agreeable time.

- 10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.

- 10.03 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) months period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.

## **ARTICLE 11 – LEAVE OF ABSENCE**

### **11.01      Personal Leave of Absence**

The Administrator may grant a request for leave of absence for personal reasons without pay provided that he receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld. The Employer will not normally grant personal leaves of absence during the peak periods of: June 15<sup>th</sup> – September 15<sup>th</sup>, December 15<sup>th</sup> to January 15<sup>th</sup> and March Break.

### **11.02      Union Leave**

#### **(a)      Local Union Leave**

The Employer will grant unpaid leaves of absence to employees to attend to Union business provided that the leaves do not interfere with the proper operation of the Villa, and subject to the conditions set out herein:

- i)      The Union will endeavour to provide notice at least one week in advance of the posting of the schedule in which the leave is to occur. Where such notice is impossible, the Union will provide as much advance notice as possible;
- ii)     No more than one (1) employee may be absent on Union leave at the same time;
- iii)    The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year (or, in the case of extended tours, 43 working days in a calendar year as per Article 2.11).

#### **(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 the President shall be granted leave of absence without pay up to a total of one-hundred (100) days annually, or in the case of extended tours sixty-six (66) days annually as per Article 2.13. The Employer will consider requests for additional days off beyond one-hundred (100) days (or 66 days if extended tours), subject to the operational requirements of the Home. 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 or in the case of extended tours 23 days annually as per Article 2.11. 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 E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and pension and/or percentage in lieu contributions as applicable. 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.

(f) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 9.04, there shall be no loss of service or seniority for any employee during such leave of absence.

It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. As such the Union assumes any and all liability or potential liability in relation to the employee's employment with the Union during this time, including but not limited to any claims or complaints under the *Workplace Safety and Insurance Act* and any injuries or illness that occur in the course of her employment with the Union, the *Occupational Health and Safety Act*, *Ontario Human Rights Code*, and any other statutes or law. For greater clarity the Union shall be responsible for any claims relating to the WSIA and any workplace injuries or illnesses shall be made under the Union's account and the Union confirms that it will amend its WSIB information to include the employee under the ONA's firm number.

During the leave, all salary, statutory benefits, pension contributions, vacation, paid holidays, and extended health benefits will be kept whole by the employer, and the Union agrees to reimburse the employer for such salary, statutory benefits (including all Employer related taxes, Employment Insurance, CPP, and other deductions or employer costs), Employer pension contributions, sick pay, vacation, and paid holidays. The employee must continue contributions to pension and extended Health Care benefits. The Union shall be invoiced by the employer for all these costs monthly and the Union agrees that payment shall be made within 10 business days.

In order to maintain accurate records for payroll and Union reimbursement, the employee shall complete a bi weekly time sheet co-signed by her ONA manager or ONA Labour Relations Mentor. The time sheet shall indicate any sick time and/or vacation taken and such absences shall be coded appropriately.

The Union agrees to provide the Employer with at least four weeks of notice to return the employee to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job. Should the secondment be ended early by either the Union or the Employee, the Union will provide the employer with notice as set out above.

### 11.03 Professional and Education Leaves

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend any



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

- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the Employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:
  - i) No more than one (1) employee may be absent at one time;
  - ii) Employees must provide at least thirty (30) calendar days notice in writing;
  - iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

#### 11.04 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer. Part-time employees will be credited with seniority and service for all such leave.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, grandparents-in-law and grandchildren.

- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.

However where the employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave under this provision and her vacation will be extended accordingly.

- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.
- (g) The employee shall be responsible for providing reasonable proof of Death documentation to support entitlement to bereavement leave.

#### 11.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

- (d) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy or parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy percent (70%) of the regular weekly earnings and the sum of the weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the nurse is in receipt of such pregnancy or parental leave benefits for a maximum period of ten (10) weeks. The nurse's regular weekly earnings for full-time shall be determined by multiplying the regular hourly rate on his/her last day worked prior to the commencement of the leave times the normal weekly hours and for part-time on the average weekly hours at the regular hourly rate (including percent in lieu) in the six (6) month period immediately prior to the leave.
- (f) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends sixty-one (61) weeks after it began if the employee also took pregnancy leave and sixty-three (63) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (g) Where a nurse elects to receive parental leave benefits greater than 35 weeks in accordance with the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer for pregnancy leave or parental leave will be no greater than what would have been payable had the nurse elected to receive 35 weeks of the parental leave benefit pursuant to the Employment Insurance Act.

## 11.06

### Witness Duty

An employee required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the

College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the employee:

- (a) shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals;
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) Where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings in accordance with Articles 15 and 16.

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

## 11.08 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former position.

## 11.09 Military Leave

An employee will be granted unpaid Military Leave in accordance with the Employment Standards Act. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.

## 11.10 Effect of Absence

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

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

- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave, family medical leave, emergency leave or any other legislated leave identified under *Act*. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.10 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

## **ARTICLE 12 – PAID HOLIDAYS**

- 12.01 (a) Effective commencing in the 2015 calendar year a full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

New Year's Day	Civic Holiday	1 Float Holiday
Family Day	Labour Day	Easter Monday
Good Friday	Thanksgiving Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	

A Float Holiday is to be requested by employees at least four (4)

weeks in advance of the date being requested and is, at any rate to be taken on a date that is mutually agreed to between the employee and her supervisor.

A Float holiday which has not been scheduled by the employee as of November 1 in any year may be scheduled by the Employer after consultation with the employee. A Float Holiday not taken is lost and may not be carried into the next calendar year.

- (b) If another federal, provincial or municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this Agreement.
- (c) In order to qualify for the float holidays, a newly hired employee must have completed their probationary period to be eligible.
- (d) 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. A lieu day off will be the substitute day in accordance with Article 12.04. To determine if the employee qualifies for the requested lieu day off, the qualifiers in 12.03 will be applied to the substituted holiday which must occur prior to the requested day off.

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.

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

12.03 (a) In order to be eligible for a paid holiday, a full-time employee must have worked her last complete shift immediately preceding, and her first complete shift immediately following, the holiday; provided an employee shall not lose holiday pay if she is absent on any such

days, and such absence is a scheduled day off, is a vacation day, is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or unpaid leave of absence over thirty (30) days.

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

Full-time employees who are not required to work on any of the foregoing holidays shall be given the day off with pay.

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

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

12.05 For the purposes of the premium payment under Article 12.04, a holiday shall be deemed to begin at 2400 of the preceding day and to end at 2400 on the day on which it is observed.

- 12.06
- (a) If a paid holiday falls during a full-time employee's vacation, her vacation shall be extended accordingly, unless the employee and the Employer agree to schedule a different day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
  - (b) If a paid holiday falls on a full-time employee's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
  - (c) Failing such mutual agreement in either (a) or (b) above, the full-time employee shall be paid in accordance with Article 12.02. Notwithstanding the foregoing, if the Home is unable to offer any lieu day to the employee, the period of time for scheduling such days will be repeated.



12.07 Paid Holidays – Long Weekends

- (a) When an employee is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule the employee to work the paid holiday.
- (b) When the employee is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the employee off the paid holiday.
- (c) In the event of a scheduling conflict, 12.07 (a) will be the deciding provision.

12.08 Lieu Days

- (a) Lieu days under Article 12.01 must be taken within sixty (60) days following the date on which the holiday was observed, on a mutually agreeable date or payment shall be made in accordance with Article 12.04.

**ARTICLE 13 – VACATIONS**

13.01 Effective on the day prior to the expiry for the next vacation year, all employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks at their current rate. Employees will commence accruing at this higher entitlement as of the date that they achieve the required service.
- (c) Employees who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks at their current rate. Employees will commence accruing at this higher entitlement as of the date that they achieve the required service.
- (d) Employees who have completed eleven (11) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks at their current rate. Employees will commence accruing

at this higher entitlement as of the date that they achieve the required service.

- (e) Employees who have completed twenty (20) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks at their current rate. Employees will commence accruing at this higher entitlement as of the date that they achieve the required service.
- (f) Employees who have completed twenty-five (25) or more years of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks at their current rate. Employees will commence accruing at this higher entitlement as of the date that they achieve the required service.

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

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

Effective September 2, 2014, casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 9.01 and will be calculated on the basis that fifteen hundred (1500) hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 13.03 (a) For the purpose of vacation entitlement service for employees who transfer from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Home and accumulated on a continuous basis.
- (b) Effective September 2, 2014, part-time employees shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one year of service.

#### 13.04 Part-time Vacation Pay

Vacation pay shall be paid out biweekly.

Where possible without extensive programming changes, the amount of vacation pay will be separately identified on the pay stub.

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

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

13.07 Vacations – Interruption

(a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.

(b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

(c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

(d) Where an employee's scheduled vacation is interrupted due to bereavement or jury and witness duty, the employee shall be entitled to bereavement leave or jury and witness duty in accordance with Article 11.04.

(e) The portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty under the above provisions will not be counted against the employee's vacation credits.

13.08 The vacation year is the twelve month period from April 1<sup>st</sup> to March 31<sup>st</sup>.

13.09 (a) By March 15<sup>th</sup>, the Employer will post a memo directing employees to submit their 1<sup>st</sup> and 2<sup>nd</sup> options for vacation time off requests on the appropriate form by April 1<sup>st</sup> for the prime summer vacation period of June 15<sup>th</sup> to September 15<sup>th</sup>. By May 1<sup>st</sup>, the Employer shall inform the employees who submitted their vacation requests by

April 1<sup>st</sup> whether their requests were approved or denied.

Except as provided in Articles 13.09 (c), (d) and (e), employees who file a vacation request by April 1<sup>st</sup> will receive their vacation requests according to seniority, as based on the March 15<sup>th</sup> seniority list, having due regard to the proper operation of the Villa. Where an employee's 1<sup>st</sup> vacation request could not be accommodated, the Employer will attempt to accommodate the employee's 2<sup>nd</sup> vacation request option. An employee submitting a late vacation request (after April 1<sup>st</sup>) cannot utilize their seniority to displace any employee who submitted such request within the time period above.

- (b) Vacation requests for other than the period of June 15<sup>th</sup> to September 15<sup>th</sup> must be submitted in writing at least two weeks prior to the posting of the schedule in which the requested vacation falls. Such vacation requests shall be determined by the Director of Care or designate having due regard to the proper operation of the Villa on a first come first served basis, subject to Articles 13.09 (c), (d) and (e). The Employer shall endeavour to provide a response to the request within five (5) working days of the request being submitted.
- (c) An employee may only request vacation to the limit of the vacation entitlement that she is expected to accrue in her vacation bank as of the day of the commencement of the requested vacation. If, however, as of the commencement of the requested vacation the employee has not actually accrued sufficient vacation entitlement and therefore no longer has sufficient vacation remaining in her bank to cover the period of vacation that has been granted, the Employer may in its discretion cancel that portion of the granted leave which exceeds the accrual in the employee's vacation bank.

An employee may only request a total of three (3) weeks of her vacation entitlement during the peak vacation periods.

Peak vacation periods are defined as: March Break and June 15 – September 15.

- (d) Notwithstanding Article 13.09 (a) and (b), and subject to (c), employees requesting full week blocks of vacation during the peak vacation periods as set out in (c) above will receive priority for their vacation requests over full-time employees requesting single or combination of single vacation days of less than full week blocks for such vacation periods.
- (e) Subject to the above, vacations may be taken at any time of the year, and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.

- (f) Full-time employees may use up to two (2) weeks of vacation in single days. For this purpose, five (5) working days will equal one (1) week of vacation. Requests for these single days must be submitted in accordance with the applicable deadlines as set out in (a) and (b) above.

All of the full-time employee's remaining vacation and all of a part-time employee's vacation must be taken in minimum one (1) week blocks. For the purpose of the one week blocks, seven consecutive calendar days equals one vacation week.

- (h) If the posted work schedule does not cover the whole of the employee's vacation period, prior to leaving on vacation, an employee shall be notified of the date and time on which to report for work following vacation to the extent the information is known to the Employer.
- (i) Employees may request pursuant to Article 13.09 (a) or (b) to have the weekend off prior to and following their vacation. The Employer will endeavour to schedule such request subject to the following:
  - i) Where the weekend off is granted and the employee was otherwise scheduled to work on those days, such extra days will be deemed to be vacation days;
  - ii) The employee must have such vacation entitlement available; and,
  - iii) The weekend off being requested must be contiguous with (i.e. consecutive with) the employee's original vacation.

13.10 A full-time employee must take her vacation entitlement and is not permitted to waive her vacation time off or be paid in lieu thereof.

13.11 An employee may only carry over a total maximum of two weeks of vacation entitlement into the next vacation year to be taken in the next vacation year.

#### **ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN**

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

- (a) i) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to and including the third day of such illness or injury.
- ii) 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 from the 4<sup>th</sup> day of illness to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost. It is understood and agreed that the Employer may self-insure coverage if it so chooses and shall notify the Union of any change in practice.
- (b) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under (c) below. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.
- (c) 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 18 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, that this benefit commences like all other insurances, after the third month of employment.

14.02 The parties agree that sub-article 14.01 (a) i)-ii) will be applied in the following manner during the Employer self insured period:

- (a) For any absence for which sick pay is claimed, an employee must provide the Employer with a certificate, in the form attached hereto as Schedule "A", signed by the employee and confirming that personal illness or injury has prevented the employee's attendance at work on those days.
- (b) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if:

- i) The employee has been absent for at least three consecutively scheduled shifts, and the Employer has requested such certificate; or
  - ii) The employee has an established pattern of absenteeism, and the Employer has given the employee written notice that he or she must provide such a certificate.
- (c) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if the Employer requests that the employee provide a certificate from his or her physician (or nurse practitioner) that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on his or her supplying such certificate.
- (d) The Employer reserves the right to require a medical certificate at the Employer's expense in special circumstances, such as:
  - i) when the information provided in the standard form is insufficient to substantiate illness or injury; or
  - ii) when additional information is required to establish that the employee is medically able to return to work with or without accommodation; or
  - iii) under other circumstances, subject to a reasonable rationale.

It is understood that the Employer is not entitled to request or receive a medical diagnosis, except or unless it is required by a statutory or regulatory body or organization, but is entitled to request and receive a prognosis concerning the employee's medical condition.

14.03 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

14.04 The Employer will provide an LTD plan equivalent to seventy-five percent (75%) on a monthly earnings to a maximum of \$5000.00. One hundred percent (100%) of the premiums shall be paid by the employee through payroll deductions.

## **ARTICLE 15 – HOURS OF WORK & SCHEDULING**

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02 The normal daily shift shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (½) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, at a time designated by the Employer.
- 15.03 (a) Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- (b) When a Nurse is scheduled or directed by the Employer to remain on the premises during his or her one half (1/2) hour meal period, he or she will be compensated an amount equivalent to thirty (30) minutes at straight time pay.
- 15.04 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 15.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7½) hour shift rather than the actual hours worked.
- 15.06 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.
- 15.07 Extended Tours/Hybrid Schedules
- The Employer and the Union may agree to implement extended tours or hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:



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

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

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

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

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

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

- (d) Hours of Work

- i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
- ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7 $\frac{1}{2}$ ) hours and 11.25 consecutive hours per day.
- iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 15.02.
- iv) Scheduling issues will be resolved at the local level.

- v) Where the Union and the Employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- (e) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.
- (h) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.  
  
For a hybrid schedule, the overtime premium as set out in Article 16.01 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

#### 15.08 Individual Special Circumstance Arrangements

Notwithstanding Article 2.02, the Home and the Union may agree in certain circumstances, to adjust the schedule of an individual full-time employee who normally works seventy five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy five (75) hours.

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position. The parties will agree to the scheduling provisions that will apply to

the employee including that no additional shifts will be scheduled for employees working Individual Special Circumstances Arrangements.

- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the Agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

#### 15.09 Innovative Scheduling

Schedules which are inconsistent with the Collective Agreement provisions may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined locally by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time employees;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the local parties. Such schedules may be discontinued by either party with notice as determined through local negotiations;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend Collective Agreement provisions to accommodate any innovative unit schedules;
- (e) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

- (f) It is understood and agreed that these arrangements can be utilized for temporary job postings for seasonal coverage (e.g. weekend workers, etc.).

#### 15.10 Job Sharing / Time Sharing

Job sharing shall be interpreted to mean two employees sharing one full-time job (10 shifts bi-weekly). Time sharing shall be interpreted to mean two employees sharing one full line (14 shifts bi-weekly).

Clarifying Note: One full-time and a regular part-time “shadow” does not constitute a time sharing arrangement.

- (a) The introduction of job/time sharing arrangements in a Home will be subject to mutual agreement between the Union and the Employer.

Job/time sharing requests shall be considered on an individual basis. Such approval will not be unreasonably withheld.

- (b) The employees involved in job/time sharing are entitled to all the regular part-time provisions except those which are modified as follows:

- i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
- ii) Each job/time sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.

Employees who are currently in a job/time sharing arrangement and are full-time will retain that status and be covered by the full-time provisions of the Collective Agreement. For clarity, this grandparents employees, not positions. When individuals leave these positions, the vacant position will be posted under (d) and (e) below.

- (c) Absences and Leaves

In the event that one member of the job/time sharing arrangement is off due to illness or injury or goes on any other leave of absence, the remaining partner will endeavour to cover all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the absences, she or he must inform the Director of Resident Care or designate.

- (d) Implementation

- i) Where the job/time sharing arrangement arises out of the filling of a vacant full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job/time sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- ii) An incumbent full-time employee wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job/time sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- iii) It is understood and agreed that the arrangement is for a trial period of six (6) months for the full-time employee originating the request. Once the trial period is over, the employee cannot revert to her former position except under (v) below.
- iv) Where two (2) full-time employees wish to job/time share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- v) If one of the job/time sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining employee will revert to her or his former status. If the remaining employee was previously full-time, the shared position will become her/his position. If the remaining employee was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(e) Discontinuation

Either party may discontinue the job/time sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

The shared position would then revert to a full-time position and be posted according to the Collective Agreement. Should the Employer or the Union discontinue job/time sharing, the employees currently working those arrangements will revert to their former status.

Where an employee does not have a former position to return to, the layoff and recall provisions of the Collective Agreement will apply. Where there remains a vacancy after employees revert to their former position, the vacancy will be posted in accordance with the Collective Agreement.

#### 15.11 Weekend Worker

A weekend schedule may be developed in order to meet the Home's need for weekend staff, and individual employees' preference for a weekend work schedule.

A weekend schedule is defined as a schedule in which a full-time employee works a weekly average of thirty (30) hours and is paid for 37.5 hours at her or his regular straight time hourly rate. The schedule must include two 11.25 hour tours, which fall within a weekend period as determined by the Home and the Union. An employee working a weekend schedule will work every weekend except as provided for in the provisions below.

The Employer and the Union may agree to implement weekend schedule if sixty-six and two thirds percent (66⅔%) of the full-time and part-time employees who work in the facility/unit are in agreement. The introduction of that schedule and the manner in which the position(s) are filled, shall be determined by the local parties. This schedule may be discontinued by either party with notice as determined by the local parties. The opportunity for an individual employee to discontinue this schedule shall be resolved by the local parties.

Notwithstanding the voting mechanism above, a three (3) month trial period (or longer period, where agreed by the Home and the Union) for a weekend worker arrangement may be implemented without a vote in circumstances where the following additional conditions apply:

- An RN (or RNs) volunteers or applies for a weekend worker position and the Home and the Union agrees to accept the request.
- The work schedule will be modified to accommodate such a request provided there is no reduction in the regularly scheduled hours of the other RNs in the bargaining unit.
- Prior to the conclusion of the trial period, representatives of the Home and of the Union will evaluate and discuss the outcomes.

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

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

(a) Weekend and shift premiums shall not be paid;

(b) Vacation Bank

Vacation entitlement is determined by Article 13. For the purposes of Article 13, hours worked or credited as paid leave will be based on an accelerated rate of 1.25 hours credit for each hour worked. Mechanism for the vacation bank is determined by current local practices.

Drawing from the vacation bank will occur at an accelerated rate of 1.25 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

Vacation must be taken as a full weekend off (i.e. Saturday and Sunday). The maximum number of weekends off cannot exceed the week entitlement level determined by Article 13.

Single vacation days may be taken on weekdays, which need not be in conjunction with the Saturday and Sunday. Vacation – Interruption does not apply.

(c) Paid Holiday Bank

Employees qualify in accordance with the Collective Agreement. The paid holidays are identified in the Collective Agreement.

Credit to the paid holiday bank will occur on the date of the holiday.

Drawing from the paid holiday bank will occur at an accelerated rate of 1.25 hours paid for every hour taken (i.e. 11.25 hours worked equals 14.05 hours paid; 7.5 hours worked equals 9.375 hours paid).

If an employee works on a paid holiday as defined by the local parties, she or he will receive one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on a holiday. The employee will not receive a lieu day. Article 16.02 also applies.

The holiday bank can be used as income replacement for absences due to illness or for lieu time off on a weekday.

(d) Sick Leave

The employee is eligible for long term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the first week of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks two (2) through sixteen (16) for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 14.01 (c) for weeks seventeen (17) through twenty-nine (29) for any absence due to a legitimate illness.

Employees\* may be required to provide medical proof of illness for any absence of a scheduled shift, for which neither vacation nor an approved leave of absence has been granted.

(e) Leaves of Absence

Article 11 applies for both paid and unpaid leaves. For the purposes of an unpaid 11.25 hour shift, the deduction from pay shall equate to 14.05 hours. For the purposes of an unpaid 7.5 hour shift, the deduction from pay shall equate to 9.375 hours.

(f) Tour Exchange

Weekend shift exchanges will be permitted only between weekend shift employees. Weekday shift exchanges will be permitted, provided the Home does not incur additional costs.

In all instances of tour exchange, the tour must be of the same duration.

(g) Overtime

Overtime will begin to accrue after sixty (60) hours in a two (2) week period averaged over the scheduling period determined by the local parties.

Overtime will apply if the employee works in excess of the normal daily hours.

Payment for overtime is as in Article 16.01.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive



weekends off in Article 16 do not apply to employees who accept positions under this provision.

(i) Christmas Period

Article 16 relating to scheduling during this period will apply, except as modified to confirm that the weekend shift employee will continue to work weekends during this period.

(j) When a part-time employee works on a weekend normally worked by a weekend worker, all of the provisions of the Collective Agreement except 15.11 will apply.

15.12 Self Scheduling

The Home and the Union may agree to implement a self-scheduling process. Self-scheduling is the mechanism by which employees in a Home create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating employees. Self scheduling requires a collaboration of employees and management to ensure proper coverage of the Home and to meet the provisions of the Collective Agreement. It is agreed that self scheduling will be negotiated locally by the Home and the Union and will include a trial period.

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

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

15.13 A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty commencing at the conclusion of the day shift on the Friday.

15.14 Work schedules to be posted two (2) weeks in advance to cover a four (4) week period.

15.15 Requests for specific days off shall be submitted, in writing, to the Director of Resident Care, where possible, two (2) weeks, but no less than one week prior to the posting of the schedule. Approval for such requests will be at the discretion of the Director of Resident Care and will not be unreasonably denied.

15.16 (a) There will be an interval of not less than fifteen and one-half (15 ½) hours off between scheduled shifts on the posted work schedule unless the employee specifically requests otherwise, provided that

this would not apply to extended tours or daylight savings changeover.

- (b) Normally full-time employees will not be scheduled to rotate over more than two different shifts during a week.

15.17 The day shift shall be the first shift of the day.

15.18 During each bi-weekly pay period there shall be four (4) days scheduled off on the posted work schedule of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide pre-posted schedules of not more than six (6) consecutive days. In any event, pre-posted schedules will not provide for more than seven (7) consecutive days except with the employee's consent. Full-time employees shall be scheduled every second weekend off.

15.19 Part-Time Commitment and Scheduling Principles

(a) Regular Part-Time Employee Commitment

A regular part-time employee must commit to be available to be scheduled to work forty-five (45) hours biweekly if so required by the Employer. It is understood that nothing in this Article or any other provisions of the agreement constitutes a guarantee of forty-five (45) hours of work for any regular part-time employee.

(b) Scheduling of Part-time Employees on the Posted Work Schedule

Where the Employer has available shifts to be filled prior to the posting of the work schedule, the Employer will assign ('pre-book') the available shift to regular part-time employees on their designated shift(s) in accordance with the following:

- i) To regular part-time employees on the basis of seniority up to a maximum of forty-five (45) hours bi-weekly.

Where the Employer still has additional shifts to fill after completing i) above, the Employer will offer the remaining additional shifts to part-time employees in accordance with the following:

- ii) First, on a seniority basis to regular part-time employees;
- iii) Second, on a seniority basis to job shares;
- iv) Third, on a seniority basis to casual part-time employees.

Notwithstanding any of the above (b) i)-iv), the Employer will bypass any employee in assigning or offering shifts where working the shift will result in overtime payment or premium payment or a violation of a scheduling provision.

(c) Call-in Process (Shifts That Become Available After the Posting of the Work Schedule)

Where shifts become available after the posting of the work schedule, the Employer shall offer the shifts to part-time in accordance with the following process:

- i) First, on a seniority basis to those regular part-time employees who were scheduled for less than forty-five (45) hours on the posted schedule to bring them up to their commitment;
- ii) Second, on a \*rotational seniority basis to regular part-time employees;
- iii) Third, on a \*rotational seniority basis to job sharers;
- iv) Fourth, on a \*rotational seniority basis to casual part-time employees.

(\*Rotational Seniority Basis means that each successive shift is offered to the next most senior employee to the one who accepted the preceding call-in shift).

Notwithstanding any of the above (c) i)-iv), the Employer will bypass any employee in offering a call-in shift where working the shift will result in overtime payment or premium payment or a violation of any provision of the Collective Agreement.

Where an employee accepts a call-in shift, the employee must report for that shift unless alternate arrangements are made.

It is understood that nothing in the above provisions constitutes a guarantee of forty-five hours of work biweekly or any other number of shifts to a part-time employee.

15.20 The Employer will endeavour to schedule each employee five (5) consecutive days off at either Christmas or New Year's on an alternating basis from year to year.

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

For those employees who have been granted time off at Christmas, the Employer will endeavour to include the period from the beginning of the day shift on December 24<sup>th</sup>, December 25<sup>th</sup> and December 26<sup>th</sup> until the beginning of the day shift on December 27<sup>th</sup>. For those employees who have been granted time off at New Year's, the Employer will endeavour to include the period from the beginning of the day shift on December 31<sup>st</sup>, January 1<sup>st</sup> until the beginning of the day shift on January 2<sup>nd</sup>.

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

Regular scheduling may be waived from the December 15<sup>th</sup> to January 15<sup>th</sup> in order to accommodate the employees during this period. Furthermore to accommodate the granting of this time off, all full-time and part-time employees will be scheduled to work over either Christmas or New Year's.

At the request of the employee, five (5) consecutive days off may be scheduled during the period of December 15<sup>th</sup> to January 15<sup>th</sup> to facilitate their cultural differences replacing the days off noted above.

## **ARTICLE 16 – PREMIUM & OTHER PAYMENT**

- 16.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
- 16.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours following her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.03 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- 16.04 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.

16.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than twenty-four (24) hours notice is given to the employee personally, the employee will be paid four (4) hours straight time wages or six (6) hours straight time wages if an extended tour. It is understood that call-ins or call-backs are not covered by this provision.

16.06 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

16.07 Shift and Weekend Premium

- (a) Effective April 1, 2020, an employee shall be paid a shift premium of two dollars and twenty-nine cents (\$2.29) per hour for each hour defined as an evening shift and two dollars and seventy-three cents (\$2.73) for each hour defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium does not form part of the employee's regular straight time hourly rate of pay.

Effective April 1, 2021, an employee shall be paid a shift premium of two dollars and thirty-three cents (\$2.33) per hour for each hour defined as an evening shift and two dollars and eighty-one cents (\$2.81) for each hour defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premiums does not form part of the employee's regular straight time hourly rate of pay.

Effective April 1, 2022, an employee shall be paid a shift premium of two dollars and thirty-seven cents (\$2.37) per hour for each hour defined as an evening shift and two dollars and eighty-nine cents (\$2.89) for each hour defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premiums does not form part of the employee's regular straight time hourly rate of pay.

The evening shift is defined as 1500 to 2300 hours.

The night shift is defined as 2300 hours to 0700 hours.

- (b) Effective April 1, 2020, an employee shall be paid a weekend premium of two dollars and eighty-eight cents (\$2.88) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium shall not form part of an employee's regular straight time hourly rate of pay.

Effective April 1, 2021, an employee shall be paid a weekend premium of two dollars and ninety-six cents (\$2.96) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium shall not form part of an employee's regular straight time hourly rate of pay.

Effective April 1, 2022, an employee shall be paid a weekend premium of three dollars and four cents (\$3.04) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium shall not form part of an employee's regular straight time hourly rate of pay.

If an employee is receiving premium pay pursuant to any local scheduling regulation that may exist with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

#### 16.08 Standby and Call In

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of \$3.45 per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of five dollars and five cents (\$5.05) per hour. Standby pay shall, however, cease where the employee is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 16.08 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the

same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 16.08 (b).

(d) Standby tours will be offered on the basis of seniority in the following order:

- i) Full-time nurses
- ii) Regular part-time nurses (including temporary full-time)
- iii) Job sharers
- iv) Casuals

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

This provision is applicable to all of Articles 15 and 16 except for 16.02.

16.10 Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall any shift or weekend premium be included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the employee qualifies for two or more of the following payments: time and one half, shift premium, weekend premium this is not considered pyramiding and each of the applicable payments is payable.

16.11 Where there is a violation of the scheduling provisions (if any) pertaining to consecutive days of work or time off between shifts on the pre-posted work schedule, the Employer will pay the employee premium pay of one and one-half times her regular straight time hourly rate for all hours worked for the following tour of duty subject to Article 16.01.

16.12 A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty commencing at the conclusion of the employee's scheduled shift on the Friday immediately preceding. Where the employee is not scheduled to work on Friday, the fifty-six (56) hours will begin at the conclusion of the first Friday shift.

16.13 Premium tours will be offered on the basis of seniority in the following order:

- i) Full-time nurses
- ii) Regular part-time nurses (including temporary full-time)
- iii) Job sharers
- iv) Casuals

- 16.14 The parties agree that a nurse in a premium position may be skipped in order to offer the hours to a nurse in the bargain unit (in the order set out in 16.07) who is not in a premium position.

## **ARTICLE 17 – HEALTH AND WELFARE BENEFITS**

- 17.01 The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer.

### Vision Care

Effective February 4, 2019, vision care for glasses increased to \$400 per 24 months and contact lenses for special conditions to \$300. Benefit may also be utilized for coverage of laser surgery. In addition, vision care shall include one eye exam per insured person every 24 months.

### Paramedical Services

Effective February 4, 2019, increase paramedical services (acupuncturist, chiropractor, massage therapist, naturopath, osteopath, podiatrist/chiropractist, and speech therapist) to \$400.

### Hearing Aids

Effective February 4, 2019, Coverage for hearing aids (maximum \$500/person every three years).

### Dental

The maximum benefit for preventative services, basics services, endodontics and periodontics will increase to unlimited per insured person per calendar year with no deductible.

Coverage for crowns, bridges and implants and repairs to the same at fifty percent (50%) co-insurance to a two-thousand dollar (\$2000.00) cap will be added to the existing dental plan.

### Drugs

The annual deductible for single is \$22.50 and \$35.00 family. All drugs are 100% covered by direct drug card payment.

### Mental Health

Effective February 4, 2019, coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a



total of five hundred (\$500.00) annually.

17.02 For newly hired nurses, coverage as set out in Article 17.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly-hired nurse was first employed.

17.03 The Home may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Home will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Home will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Home is made aware, the Home will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

17.04 For purposes of health and welfare benefits under Article 17.01, dependent coverage is available to the nurse, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

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

17.05 (a) The Home shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 17.01 and the Sick Leave Plan defined in Article 14. Upon request, the Home will make the Plans available to the Union for inspection.

(b) The Home shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 17.01. The Home shall also provide the Union with a copy of all current information booklets provided to the nurses.

17.06 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses' share of the Employer's Employment Insurance premium reduction will be retained by the Home towards offsetting the cost of the benefit improvements contained in this agreement. The Home shall indicate, annually, to the local Union how it has allocated the rebate.

## 17.07 Retiree and Age 65 Years and Older Benefits

- (a) Dental and extended health care benefits will be extended to active full-time nurses from the age of 65 and up to the nurses 70<sup>th</sup> birthday, on the same cost share basis as applies to those nurses under the age of 65.
- (b) The Home will provide to all employees who are 55 years of age or greater who retire (including disability retirements) on or after January 1, 2018 and have not yet reached age 65 and who are in receipt of the Home's pension plan benefits, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the 100% of the monthly premium in advance.

Full-time Bargaining Unit nurses who retire and wish to participate in the benefit plans outlined in Article 17.01 will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process, where available.

It is understood that any transaction would be dated the first of each and every month. The Employer will notify the employee of any changes to the benefit costs on an annual basis.

## **ARTICLE 18 – RETIREMENT INCOME PLAN**

- 18.01 Effective September 2, 2014, the Employer and employees will participate in the Healthcare of Ontario Pension Plan "HOOPP" in accordance with its terms and requirements

## **ARTICLE 19 – PROFESSIONAL RESPONSIBILITY (APPLIES TO RNS ONLY)**

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

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

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

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

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

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
- v) Any settlement arrived at under 19.01 (a) i)-iii) shall be signed by the parties.
- vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall

report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

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

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

- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.

- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.

- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

19.02 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit.

- (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.

### 19.03 CMI/RAI MDS Report

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

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

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

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

## **ARTICLE 20 – ORIENTATION AND IN SERVICE**

- 20.01 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 Education Committee.
- 20.02 A newly employed employee shall not be placed in charge, until she has been fully oriented to the Home.
- 20.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of employees in the Home.
  - (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
  - (c) She shall be an additional employee to the usual staffing pattern.
  - (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
  - (e) The employee may request up to three (3) additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.
- 20.04 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.

Programs 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 Education Committee for resolution.

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

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

- 20.06 The Employer may, at its discretion, provide orientation in other circumstances.

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

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

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

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

Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 9.11 to 9.16 will apply.

- 20.10 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.
- 20.11 The Employer will meet with the Union to discuss any remediation or continuing education required by the College of Nurses' of Ontario (CNO) to re-establish eligibility for clinical practice following an employee's return from an approved absence.

## **ARTICLE 21 – MISCELLANEOUS**

- 21.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement, shall be equally shared between the Union and the Employer.
- 21.02 Each employee shall keep the Employer informed of changes to relevant employment information.
- 21.03 The Employer shall upon entry into the Service Agreement or the Service Accountability Agreement with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of this bargaining unit provide copies of such agreements to the Union.
- 21.04 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 the vaccination are not covered by some other sources, the Employer will pay the cost for the vaccination.

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 paid sick credits, 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 to access her paid sick credits, if any, in circumstances where she is not allowed to attend at work as a result of an outbreak.

21.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will endeavour to discuss the changes with the Union and will provide copies to the Union, upon request.

21.06 Criminal reference checks for employees that may be required by the Employer pursuant to provincial legislation, will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

21.07 The Employer will provide to each employee, upon request, upon termination of employment a letter detailing her or his employment dates, length of service and experience.

21.08 Errors on Paycheques

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

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

Errors resulting from employee errors or omissions will be corrected in the pay period following the date in which the error comes to the Employer's attention.



- 21.09 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.
- 21.10 The Employer agrees to provide space for a locked file cabinet.

## **ARTICLE 22 – COMPENSATION**

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

### **22.02 Recognition of Previous Experience**

- (a) The Employer will recognize recent related RN experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Effective September 2, 2014, part-time service shall be recognized on the basis fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she/he shall not be entitled to recognition.

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

- (b) In addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage grid. Effective September 2, 2014, part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she shall not be entitled to recognition.

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

22.03 Annual increment shall be paid on each full-time employee's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of part-time employees.

22.04 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

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

22.05 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification which represents an increase above her current salary. She shall retain her service review date for purposes of wage progression.

22.06 Temporary Certificate of Registration Rate

An employee holding a Temporary Certificate of Registration upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

22.07 Retroactivity

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

of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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

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

### **ARTICLE 23 – DURATION**

- 23.01        This Agreement shall continue in effect until 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.
- 23.02        Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

"Kim Long"

"Donna-Lee Crowe"

"Claudette Lacasse"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

"Melanie Marier"

"Leya Mary Paul"

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX "A" SALARY SCHEDULE

A1

Classification – Registered Nurse			
Step	April 1, 2020	April 1, 2021	April 1, 2022
START	\$22.56	\$33.90	\$34.24
1 Year	\$33.72	\$34.06	\$34.40
2 Years	\$34.28	\$34.62	\$34.97
3 Years	\$35.98	\$36.34	\$36.70
4 Years	\$37.67	\$38.05	\$38.43
5 Years	\$39.79	\$40.19	\$40.59
6 Years	\$41.94	\$42.35	\$42.748
7 Years	\$44.08	\$44.52	\$44.96
8 Years	\$47.22	\$47.69	\$48.17
25 Years	\$48.05	\$48.53	\$49.01

- A2 Effective September 2, 2014, the hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time shall be those calculated in accordance with the following formulas:

Applicable straight time hourly rate + 13%

The hourly salary rates payable to part-time employees include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that public holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Part-time employees who are enrolled in HOOPP shall have the thirteen percent (13%) in lieu of fringe benefits reduced to nine percent (9%).

It is understood and agreed that the part-time employee's hourly rates (or straight time hourly) in this Agreement does not include the additional 13% which is paid in lieu of fringe benefits and accordingly the 13% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

**APPENDIX "B"****INDEPENDENT ASSESSMENT COMMITTEE CHAIRPERSONS****Contact information for the Independent Assessment Committee Chairpersons**

The parties agree when and if the need arises, to address issues related to Article 19 – Professional Responsibility, the parties will meet to determine the panel in accordance with 19.01 b) i), unless such chairs have been provided by the Association and are agreed by the Employer to be appended to this agreement in advance of any issue being forwarded to an Independent Assessment committee.

## LETTER OF UNDERSTANDING

Between:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(hereinafter referred to as "The Employer")

And:

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

Re: Liability Insurance

---

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

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

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

"Kim Long"

"Donna-Lee Crowe"

"Claudette Lacasse"

\_\_\_\_\_

FOR THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

"Melanie Marier"

"Leya Mary Paul"

\_\_\_\_\_

## **LETTER OF UNDERSTANDING**

Between:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(hereinafter referred to as "The Employer")

And:

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

Re: Supernumerary Positions

---

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

1. The Employer may hire full-time supernumerary nurses, up to the maximum funding available as per the Ministry guidelines. The duration of such supernumerary appointments will be defined by the Nursing Graduate Guarantee rules and regulations.
2. Newly graduated nurses are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as nurses who have graduated from a nursing program within the last year.
3. Supernumerary positions are defined as those positions offered to newly graduated nurses that are over and above the minimum staffing complement. Furthermore, supernumerary nurses will not be utilized to fill/backfill permanent and temporary vacancies.
4. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurse will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the Employer's initial request to meet.
5. All nurses hired under the new graduate initiative will be full-time and covered by all terms and conditions of the Collective Agreement. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.
6. Such supernumerary nurses can apply for and transfer to positions after the initial



twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.

7. Where supernumerary nurses successfully post into positions (pursuant to # 6 above) there is the potential that Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The Employer and the Union will meet to determine the distribution of the reinvestment initiative funding.
8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary nurse be laid off first.
9. Notwithstanding paragraph 5 above, if the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off.
10. Any issues related to the new graduate initiatives may be discussed at the Union-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. Where there is a dispute or timeliness issue, either party may raise the concern with the spokespersons for the central teams.

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

"Kim Long"  
Chisholm"

"Donna-Lee Crowe"

"Claudette Lacasse"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

"Kimberley"  
Labour Relations Officer

"Melanie Marier"

"Leya Mary Paul"

\_\_\_\_\_

\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(hereinafter referred to as "The Employer")

And:

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

Re: Secondments

---

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

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

Notwithstanding any provision in Article 2, or any other Article of this Collective Agreement, the parties also agree that a Home may allow an employee from another Employer to be seconded to the Home for a period not greater than one (1) year. It is understood that this employee remains the employee of the sending Employer and is subject to the terms and conditions of employment of that Employer. If the seconded employee is not covered by an ONA Collective Agreement, the Home will ensure that the Union receives the equivalent of the dues remittance for all such employees.

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

"Kim Long"

"Donna-Lee Crowe"

"Claudette Lacasse"

FOR THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

"Melanie Marier"

"Leya Mary Paul"

## LETTER OF UNDERSTANDING

Between:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Mentorship

---

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize their clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Home will identify the experiences required to meet the learning needs, will determine the duration of the mentorship assignment and expectations of the mentor and appropriate training. During the consultation process, the Home will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Home will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Home selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Home will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

The Home will pay the nurse for this assigned additional responsibility a premium of sixty (60) cents per hour, in addition to their regular salary and applicable premium allowance.

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

"Kim Long"

"Kimberley Chisholm"  
Labour Relations Officer

"Donna-Lee Crowe"

"Melanie Marier"

"Claudette Lacasse"

"Leya Mary Paul"

## LETTER OF UNDERSTANDING

Between:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Bank Time Trial – Time Off in Lieu of Overtime Pay

---

The Parties agree to a Bank Time Trial for Permanent Full Time Nurses, subject to the following conditions.

- (1) Overtime hours will be automatically paid out, unless the nurse indicates in writing on the appropriate form to bank the hours.
- (2) The maximum accrual of Bank Time is to be two (2) days (or equivalent of 15 hours). Once the maximum accrual is reached any additional overtime hours shall be automatically paid out. The maximum accrual is a rolling balance, therefore should the accrual fall below the maximum, the Nurses would be allowed to bank any additional hours up to the two (2) (or the equivalent of 15 hours) limit.
- (3) Banked Time shall be taken when it is mutually agreeable for a Nurse and the Employer.
- (4) Time taken shall be as one (1) overtime hour worked = one point five (1.5) hours banked time.
- (5) The Employer shall keep a record of the number of hours of overtime accrued. Employees who take their Bank Time off shall be paid at their current rate of pay. Utilizing bank time to replace scheduled days of work shall be silent for the purposes of overtime hours worked in the pay period.
- (6) All hours remaining in the employee's bank will be paid out on the first pay date in December.
- (7) Should either Party determine that this trial is neither practical nor feasible, sixty (60) days' notice shall be given and then those Nurses with accrued Bank Time shall be paid out at the current rate.

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

"Kim Long"

"Donna-Lee Crowe"

"Claudette Lacasse"

FOR THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

"Melanie Marier"

"Leya Mary Paul"

## LETTER OF UNDERSTANDING

Between:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Timelines for Responding to Offers of Additional Shifts

---

For shifts starting within twenty-four (24) hours of an electronic call/text message advising of an additional shift (s), staff must respond within one (1) hour. Note: if there are last minute calls for same-day shifts, the response time may need to be shortened by thirty (30) minutes.

For shifts that are available with more than twenty-four (24) hours, but less than forty-eight (48) hours, the nurse will have two (2) hours to call back to express interest in the shift(s).

For shifts that are available with more than forty-eight (48) hours, but less than seven (7) days, the nurse will have until noon the following day to call back to express interest in the shift(s).

For shifts that are available with more than seven (7) days in advance, the nurse will have twenty-four (24) hours to call back to express interest in the shift(s).

All shifts will be assigned to the person highest on our equalization roster who has responded by the deadline.

The parties acknowledge that the time offered diminished in relation to each call placed.

DATED AT Sudbury, ONTARIO, THIS 29<sup>th</sup> DAY OF August, 2022.

FOR THE EMPLOYER:

"Kim Long"

"Donna-Lee Crowe"

"Claudette Lacasse"

FOR THE UNION:

"Kimberley Chisholm"  
Labour Relations Officer

"Melanie Marier"

"Leya Mary Paul"

**SCHEDULE "A" – CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR INJURY**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

FACILITY: \_\_\_\_\_

DATE(S) OF ABSENCE: \_\_\_\_\_

I hereby affirm on my honour that my personal illness or injury prevented me from attending work on the date(s) shown above.

I understand that I will be compensated for the time absent from work at 70% of my straight time wages only.

SIGNATURE OF THE EMPLOYEE: \_\_\_\_\_

PAYMENT APPROVED: \_\_\_\_\_  
SIGNATURE OF SUPERVISOR

DATE APPROVED: \_\_\_\_\_

**SCHEDULE "B" – MEDICAL CERTIFICATE OF INABILITY TO WORK OR  
READINESS TO RETURN TO WORK DUE TO/FOLLOWING PERSONAL ILLNESS  
OR INJURY**

**PHYSICIAN/ NURSE PRACTITIONER INFORMATION:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

I, \_\_\_\_\_ confirm that \_\_\_\_\_  
(Physician's/Nurse Practitioner's name) (Please print employee's name)

was treated by me on \_\_\_\_\_, is or was unable to work  
(Date)

due to \_\_\_\_\_  
(Nature of illness/injury only)

**PROGNOSIS:**

\_\_\_\_\_

Will not return to work: \_\_\_\_\_

Will return to work on: \_\_\_\_\_  
(Date)

**RETURN TO WORK**

\_\_\_\_\_ can return to work on \_\_\_\_\_ to carry out  
normal duties  
Employee's Name (Date)

Without restrictions \_\_\_\_\_ **OR** With the following restriction(s) and duration (if  
applicable):

\_\_\_\_\_



---

Physician's/Nurse Practitioner's signature: \_\_\_\_\_

---

Date: \_\_\_\_\_

**REOPENER ARTICLES/ISSUES**

BETWEEN:

**ST. JOSEPH'S VILLA OF SUDBURY**  
(Hereinafter referred to as "the Employer")

AND:

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

**APPENDIX 3**

Classification – Registered Nurse			
Step	April 1, 2020	April 1, 2021	April 1, 2022
START	\$33.81	\$34.49	\$35.52
1 Year	\$33.97	\$34.65	\$35.69
2 Years	\$34.53	\$35.22	\$36.28
3 Years	\$36.24	\$36.96	\$38.07
4 Years	\$37.95	\$38.71	\$39.87
5 Years	\$40.09	\$40.89	\$42.12
6 Years	\$42.25	\$43.10	\$44.39
7 Years	\$44.40	\$45.29	\$46.65
8 Years	\$47.57	\$48.52	\$50.85
25 Years	\$48.40	\$49.37	

DATED THIS 30<sup>th</sup> day of June, 2023.

FOR THE EMPLOYER:

"Kim Long"

"Alexandra Gosselin"

"Roger Léveillé"

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

"Céline Messier"

Labour Relations Officer

"Melanie Marier"

Bargaining Unit President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_