

COLLECTIVE AGREEMENT

Between

ST. LAWRENCE LODGE
(Hereinafter referred to as the "Employer")

And

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

EXPIRY: March 31, 2020

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Between:

ST. LAWRENCE LODGE
(Hereinafter referred to as the "Employer")

And:

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

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve the existing harmonious relations and conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
 - (c) To recognize that both the employees and the employer wish to work together and provide the residents of the Home with the best possible care.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive Bargaining Agent for all Registered and Graduate Nurses employed in a nursing capacity by St. Lawrence Lodge, save and except the Director of Nursing, Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A Full-time Nurse is a nurse who is regularly employed for thirty-seven and one-half (37 ½) hours per week.
 - (b) A Part-time Nurse is a nurse who is employed on a part-time basis and is employed less than thirty-seven and one-half (37-1/2) hours per week.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* as amended. A Registered Nurse is required to present to the Director of Nursing, by the 15th of February of each year, her or his current registration certificate.

2.04 A Graduate Nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements. This registration to be completed within twenty-four (24) months of employment. This applies to all new employees within the scope of this Agreement. Failure to register within the time limit may result in dismissal, without recourse to the Grievance Procedure.

2.05 Minimum Staffing

- (a) The Employer will offer fifty-two (52) RN tours per calendar week (Sunday to Saturday). The additional five (5) tours will be evenings Monday to Friday. In the absence of RNs willing to work the additional tours the Employer shall not be required to fill two (2) of the tours offered. In addition, no premium payment will be associated with two (2) of the tours. Fifty (50) of the tours will be filled using the scheduling process currently in place.
- (b) In the event the Employer cannot meet their commitment, 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 best efforts to recruit a replacement.
- (d) Further, if there is a significant reduction in beds, occupancy levels or funding, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is no greater than necessary to offset the funding reduction.
- (e) It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on a day-to-day basis.
- (f) 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.
- (g) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.
- (h) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

2.06 Wherever Collective Agreements make reference to "registered nurses" and/or "graduate nurses" such references shall be amended to reflect the appropriate designation established by the *Regulated Health Professions Act*.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management function of the Employer, and the direction of working forces, are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of the Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend, or otherwise discipline employees provided that claim that an employee has been discharged, suspended or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability as defined by the *Human Rights Code* of Ontario.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedures established by this Agreement, for the settling of disputes and handling of grievances, the Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act*.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer shall recognize:
- (a) A Union representative.
 - (b) A Grievance Committee composed of three employees.
 - (c) A Negotiating Committee composed of three employees.

The Employer agrees to recognize these representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working

hours in negotiations with the Employer for a renewal agreement up and including mediation.

- (d) A Labour - Management Committee composed of three employees shall meet every month unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Labour - Management Committee and to recommend disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Labour - Management Committee members.

All Labour - Management Committee meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.

- 6.02 Either party shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 6.03 The Union will provide the Employer with the names of its officers and committee members. This list will be revised when changes occur.
- 6.04 A member of the Committee as described in Article 6.01, shall suffer no loss of pay while attending meetings with the Employer. In no event shall such attendance result in overtime pay of any sort.
- 6.05 The Employer agrees that Union representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and seeking adjustments as provided in this Agreement. The Union recognizes that each Union representative is employed by the Employer and that she or he will not leave her or his work during working hours except to perform her or his duties under this Agreement. However, no Union representative shall leave her or his work without first obtaining the permission of her or his Supervisor which shall not unduly be withheld without just cause.
- 6.06 Modified Duties
- When it has been determined that an employee will be returning to work on a modified/light/alternate work programme, a meeting will be held with the employee who will have the right to request union representation. The unavailability of a union representative shall not prevent the return to work. A meeting shall be held as soon as possible thereafter.

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. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted along with a list of names of the employees showing the amount of such

deduction for each employee. The list shall show the Social Insurance Number, terminations, new hires, leaves of absences, status and addresses of each employee. A copy of this list will be sent to the local Union.

- 7.02 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.03 The Employer shall provide each employee with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Union dues.
- 7.04 The Employer shall provide monthly the Union with any changes in names, addresses, classifications, and salary rates of members of the bargaining unit.
- 7.05 The Employer agrees to notify the Bargaining Unit President prior to orientation the name of the new hire and the date of their orientation. During orientation the employer will grant the Bargaining Unit President or designate, who will suffer no loss of salary, fifteen (15) minutes to provide union information to the new employee.
- The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and to provide such new employee(s) with a copy of the current agreement.
- 7.06 Prior to effecting any changes in rules or policies which affect nurses covered by this agreement the Employer will discuss such changes with the Association and provide copies to the Association.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee. The Union Representative may assist any employee in preparing and presenting his grievance in accordance with the grievance procedure. At each step of the grievance procedure the grievor shall have the right to be present.

It is understood that verbal discussions between the grievor(s) and the Director of Nursing, will be held in an attempt to resolve contentious issues prior to the submission of a formal grievance as defined below.

Definition of a Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the collective agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than twenty-one (21) calendar days of the employee becoming aware of the issue giving rise to the grievance subject only to the provisions of Section 48 of the *Labour Relations Act*.

Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Verbal Step

It is understood that verbal discussions between the grievor(s) and the Director of Nursing will be held in an attempt to resolve contentious issues prior to the submission of a formal grievance as set out in Steps 1 and 2 of the grievance procedure. The Director of Nursing shall give her or his verbal response to the employee(s) involved within ten (10) calendar days of the discussions taking place. Failing successful resolution of the issue(s), the employee(s) may advance the grievance to the next step within ten (10) calendar days following the verbal answer from the Director of Nursing.

Step 1

The aggrieved employee(s) will submit a written statement of the particulars of the grievance and the redress sought to the Director of Nursing within ten (10) calendar days of the date of the response from the verbal step. A meeting may be held between the parties to discuss the grievance. The Director of Nursing shall give her or his written answer to the grievance within ten (10) calendar days of receiving the written grievance. Failing successful resolution of the issue(s), the employee(s) may advance the grievance to the next step within ten (10) calendar days following the written answer of the Director of Nursing.

Step 2

Within ten (10) calendar days after the decision under Step 1, the Union Representative may submit the grievance to the Administrator of the Home, or his designate. The parties shall meet within ten (10) calendar days to discuss the grievance at a time and place suitable to both parties. The Administrator of the Home, or his designate, shall render his decision to the Labour Relations Officer within ten (10) calendar days after such meeting with a copy to the local Union.

Step 3

Failing satisfactory settlement being reached in Step 2, the Union may refer the dispute to Arbitration within twenty (20) calendar days after the reply of the Administrator in Step 2.

8.02

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the collective agreement shall be originated in the form of a policy grievance at Step 2 of the grievance procedure within fourteen (14) calendar days following the circumstances giving rise to the complaint or 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 identifying each employee who is grieving to the Department Head or her designee within fourteen (14) calendar days after the circumstances giving rise to the

grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 of the grievance procedure and the applicable provisions of this Article shall then apply with respect to the processing of the grievance.

- 8.03 Notwithstanding any other provision in this Article should the Employer discharge an employee or employees, notification by the Employer to such employee shall be made in the presence of the Bargaining Unit president or designate. The Union will provide to the Employer in writing the names of the designates in accordance with Article 6.03.

Should the employee, or employees, or the Union wish to file a grievance against the discharge, suspension, or discipline, it shall be reduced to writing and filed within ten (10) days under Step 2 of the Grievance Procedure.

8.04 Arbitration

Composition of Board of Arbitration

- (a) Before any grievance is submitted to arbitration, the parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one half (1/2) of the fees and expenses of the Grievance Mediator.
- (b) When either party requests that a grievance be submitted to arbitration, the grievance shall be submitted to an Arbitrator agreed upon by both parties. The Arbitrator must agree to render an award within thirty (30) days of the last day of hearing.
- (c) In the event that the parties mutually agree to refer a grievance to a tripartite Arbitrator Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the other party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board.
- (d) Once appointed the Arbitration Board or single Arbitrator shall have all the powers set out in Section 50 of the *Labour Relations Act* including the power to mediate/arbitrate the grievance and to limit evidence and submissions.

8.05 Failure to Appoint

If the party receiving the notice fails to appoint a nominee to the Arbitration Board, arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

8.06 Board Procedures

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

8.07 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. However, the Board shall have the power to dispose of a discipline grievance by an arrangement which it deems just and equitable.

8.08 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

8.09 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One-half of the fees and expenses of the Chairman.

8.10 Witnesses

At any stage of the grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

8.11 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 of the *Labour Relations Act*.

ARTICLE 9 - PROFESSIONAL RESPONSIBILITY

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

- (a)
 - i) Complain in writing to the Labour - Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Committee the complaint shall be forwarded to an Assessment Committee; one representative chosen by the Ontario Nurses' Association, one representative chosen by the Employer and

one chosen from a panel of registered employees who are well respected within the profession and who shall act as Chairperson.

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what recommendations it finds appropriate in the circumstances. The Assessment Committee shall report its recommendations in writing to the parties within thirty (30) calendar days following the completion of its hearing.

(b) i) The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time limits stipulated, the panel member next scheduled to sit will be appointed by the parties.

The names of the Assessment Committee Chairperson is attached to and forms part of this Agreement as Schedule "D".

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 Assessment Committee in the performance of its responsibilities as set out herein.

9.02 The Home will notify the nurse and the Bargaining Unit President when it reports the nurse to the College of Nurses of Ontario.

ARTICLE 10 – SENIORITY/JOB POSTING LAYOFF

10.01 Probationary Period

New employees shall be on probation for a period of 450 hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability, shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory, or bad faith;
- (b) exercising a right under this agreement.

On completion of the probationary period, the employee shall be credited with seniority back to the last date he or she was hired.

10.02 Seniority List

(a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

- (b) Seniority and service for full-time employees shall be defined as the length of continuous service since the date of last hire, subject to Article 10.03, 10.04, 10.05 and any other related provision of the Collective Agreement.
- (c) Seniority for Part-time employees shall be defined as length of service with the Employer and will be expressed in terms of total hours worked. Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours worked since the date of last hire, equals one year of seniority and service subject to Article 10.03, 10.04, 10.05, and any other related provision of the Collective Agreement.
- (d) 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) hours worked being equivalent to one (1) year of full-time seniority and service and vice-versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

10.03 Seniority Retained and Accumulated

Seniority and service for nurses 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) When on pregnancy or parental leave.
- (d) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer;
- (e) For full-time nurses, when in receipt of illness allowance including LTD;
- (f) For part-time nurses, when absent due to illness or injury in excess of thirty (30) consecutive calendar days.

The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

10.04 Seniority Retained and not Accumulated

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 (b) above;
- (b) when absent due to layoff for a period of twenty-four (24) calendar months;

10.05 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if he or 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) She or he fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her or his current address. An employee recalled for casual work or employment of short duration at a time when she or he is employed elsewhere shall not lose her or his recall rights for refusal to return to work.

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

10.06 Job Posting

In the case of all regular full-time and part-time vacancies in the bargaining unit the Employer will post notices of such vacancies, stating the area of vacancies, for seven (7) calendar days prior to making an appointment to any such position in order that any interested employee may apply. A copy of such notice shall be sent to the Bargaining Unit President or designate.

Full-time employees expressing a wish to transfer to part-time status will be considered for addition to the Employer's part-time roster.

- 10.07 (a) In all cases of vacancy the following factors shall be considered:
- i) ability, experience and performance;
 - ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern. However, if senior applicants are refused a position they will be given the reason for such refusal in writing.

- (b) A temporary position is one that occurs as the result of the absence of an employee on Extended Sick Leave, Leave of Absence without pay or as the result of an accident under the *Workplace Safety and Insurance Act*. If a replacement is required for a temporary position in excess of thirty (30) days, such vacancy shall be posted for a period of four (4) working days and existing part time employees will be given the first opportunity to fill such vacancy(s) based on seniority and the ability to perform the work of the temporary position, unless such vacancy(s) is a full time position and there are full time employees on layoff, in which case, the full time employee(s) will be afforded first opportunity to fill such vacancy(s), even if a part time employee is filling a full time vacancy. The posting of the temporary positions will outline the nature of the position and provide an estimate of its expected duration. In any event, such temporary position shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. An employee who is absent due to any of the reasons described above shall have the right to return to her or his former position.

Part time employees filling a temporary full time vacancy will be paid their applicable straight time hourly rate and the applicable percentage in lieu of benefits.

10.08 Transfers Outside the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside the bargaining unit for a period in excess of one (1) year or to a permanent position outside of the bargaining unit shall lose all seniority held at the time of transfer. When an employee in a position outside the bargaining unit is returned to the bargaining unit she or he will accrue seniority from the date of her or his return to the bargaining unit.
- (b) The selection or appointment of employees for any position not covered by this Agreement shall be subject to a trial period of three months during which time the employee shall have the right to return to her or his former position without loss of seniority or benefits. An employee who accepts such transfer will not be required to pay union dues for any complete calendar month during which the employee occupies a position outside the bargaining unit.

10.09 Layoffs and Recall

- (a) The layoff of employees shall be in reverse order of seniority providing that employees remaining are qualified to perform the available work. Probationary employees shall be laid off first.

Full-time layoffs shall be separate from Part-time layoffs. Notwithstanding this provision, when Full-time or Part-time employees choose to bump and there are no employees with less seniority on the applicable Full-time or Part-time list as the case may be, then the lists will be merged for purposes of bumping.

Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

The decision of the employee to choose to bump must be given to the Employer in writing within seven (7) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

- (b) An employee who has completed her or his probationary period, who is to be laid off shall be given notice in accordance with the provisions of the Employment Standards Act.
- (c) All regular part time and full time employees who are on layoff will be given the opportunity in the full time or part time categories before any new employee is hired into either category.

No agency or new hires will be used when there is an employee on layoff provided that the employee(s) on layoff are qualified to perform the available work.

- (d) Recall to a regular Part-time or Full-time position shall be in order of seniority. Notice of recall will be sent by registered mail. An employee will respond within seven (7) calendar days and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

10.10

- (a) Layoff and Recall - Long Term

In the event of a layoff of a permanent or long term nature, the Home shall:

- i) provide the Union with no less than ninety (90) days written notice of the proposed layoff; and
- ii) provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff, or pay in lieu thereof.
- iii) meet with the Union to review the following:
 - A) the reasons causing the layoff;
 - B) the service which the Home will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the employees to be laid off.
- (b) It is understood that permanent or long term nature means a layoff which will be longer than thirteen (13) weeks.
- (c) Severance pay will be in accordance with the provisions of the Employment Standards Act.

10.11

Employee Files

- (a) In the event that it is deemed necessary by the Employer to file a report of censure, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved.
- (b) A copy of any completed evaluation which is to be placed in an employee's file shall first be 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. A copy of the evaluation will be provided to the employee.
- (c) An employee shall have reasonable access to her or his file for the purposes of reviewing formal disciplinary notations contained therein in the presence of her or his supervisor.
- (d) Provided an employee has an eighteen (18) month discipline free record, any disciplinary records (letters of reprimand, suspensions or other sanctions) shall be removed from the employee's personnel file.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 An employee may request, in writing, except in situations of emergency, Leave of Absence without pay and without loss of seniority, for good and sufficient cause. Such requests shall not be unreasonably withheld.

11.02 Employees will be allowed Leave of Absence with pay or without pay for educational and/or professional courses upon the employer's approval.

Education Reimbursement

Effective date of ratification Employees shall on the prior approval of the Director of Nursing and after successful completion of the course be entitled to receive reimbursement for employment related textbooks and / or course costs annually on presentation of receipt(s) for payment by the Director of Nursing or designate as follows:

Full-time employees	Up to \$100.00
Part-time employees	Up to \$50.00

Such payments shall be tax free if allowed by law.

11.03 Bereavement Leave

An employee shall be entitled to bereavement leave of up to three days without loss of pay or benefits as herein provided. Such leave shall apply to part-time employees for days that they are scheduled to work:

An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three (3) working days' off without loss of regular pay for grieving the death of a member of his/her immediate family. "Immediate

family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. The Employer, in its discretion, may extend such leave with or without pay. Part-time employees will be credited with seniority and service for all such leave.

The days cited above must be consecutive and must be taken to coincide with the funeral of the deceased person.

It is recognized that additional leave when necessary may be taken as day(s) without pay to a maximum of two days. Additional days shall not be granted if any of the consecutive days are on regular days off. In the event of the death of a relative listed above for whom an employee is prevented by distance from attending the funeral, one day of mourning leave with pay shall be granted.

11.04

(a) Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Association business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than two (2) employees shall be on leave at any one time.
- ii) The aggregate total shall not exceed thirty (30) days in any calendar year.
- iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Association business.
- iv) The Association will give at least two (2) weeks notice when possible.

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

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one hundred (100) days annually. 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 up to two (2) years.

- (d) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T., and W.C.B. premiums, and pension contributions. 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.
- i) The employee agrees to notify the Employer of her or his intention to return to work within two weeks following termination of office.
- (e) 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 (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

11.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between her or his normal earnings and the payment she or he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay.

The above conditions will apply to part-time employees in the event that they are scheduled to work on the respective days.

Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the employer or otherwise involves the employer, the employer 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 regularly scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he shall be paid at regular or overtime rates, as applicable.

11.06 Pregnancy/Parenting Leave

- (a) Entitlement

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (b) 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.
- (c) The employee shall reconfirm her or his 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 or his former position unless the position has been discontinued in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period to a maximum of thirty tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her or his position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her or his work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as above, provided under this Agreement who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to the *Employment Insurance Act*, shall be paid by Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her or his weekly Unemployment Insurance Benefit and any other earnings. Such payment shall commence following completion of the two (2) week employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that she or he is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. Normal weekly hours shall be determined by the average number of hours an employee worked during the E.I. benefit determination period.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in

respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

11.07

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave as provided for above, is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee 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 employee 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 be reinstated to her or his former position, unless her or his former position has been discontinued, in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub is proof that she or he is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits

for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

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

11.08 Where a doctor's certificate is provided stating that a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. During the above one (1) year period, seniority shall continue to accumulate.

11.09 Employee Benefits During Parenting Leave

All benefits, with the exception of Short Term/Long Term Disability Benefits shall continue during parenting leave unless the employee, in writing, waives her or his right to participate.

Seniority shall continue to accumulate during parenting leave.

11.10 Procedure for Return to Work on Completion of Parenting Leave

- (a) An employee who proposes to return to work at the expiration of her or his parenting leave shall so advise the Employer at least four (4) weeks in advance.
- (b) Such employee shall, upon return to work, be reinstated to her or his position in her or his current classification at not less than her or his wages (as may be adjusted by reason of her or his accrual of seniority) with full benefits and seniority as accrued in Article 11.06 (a).

11.11 Compassionate Leave

Where no one other than the employee can provide for the needs during illness of spouse, son, daughter, father, mother, father-in-law or mother-in-law, an employee shall be entitled after notifying his supervisor, to use a maximum of five accumulated sick leave days for this purpose per year.

11.12 Quality Assurance Program

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

ARTICLE 12 - INCOME PROTECTION PLANS

12.01 Purpose

To continue an employee's income, in full or in part, while off work without regular pay due to illness or injury.

12.02 Eligibility

All active full time employees will be covered; all such employees hired after this date will be covered on completion of three (3) consecutive months service.

12.03 Short Term Plan

The Lodge will provide, at no cost to the employee, a Short Term Income Protection plan. Benefits shall be payable beginning with the first day of disability.

12.04 Benefits

Entitlement to benefits is based on the length of recognized service as of the first day of absence due to non-compensable illness or injury, as follows:

Recognized Service

Up to 3 months - nil

3 months but less than one year - 1st week at 100%
16 weeks at 66-2/3%

1 year but less than 2 years - 1st 3 weeks at 100%
14 weeks at 75%

2 years but less than 3 years - 1st 7 weeks at 100%
10 weeks at 75%

3 years but less than 4 years - 1st 10 weeks at 100%
7 weeks at 75%

4 years but less than 5 years - 1st 14 weeks at 100%
3 weeks at 75%

5 years and over - 17 weeks at 100%

12.05 Continuation of Other Benefits

Employees receiving Short Term Plan Benefits, as above, are considered to be active employees and benefits coverage under other Lodge plans will continue.

12.06 Recurring Disability

Successive periods of disability deemed by the employee's physician to be due to the same or related cause and separated by a return to active full time work

(excluding vacation, statutory lieu days and paid leaves of absence) of twenty-one (21) days or less are considered to be the same disability.

Successive periods of disability deemed by the employee's physician to be entirely unrelated in cause and separated by a return to full time work of at least one full day are considered to be new disabilities.

12.07 Claims Procedure

Payments will be based on information supplied; therefore, it is important that each employee notify the Employer promptly of reason for absence. Medical proof of illness or injury may be required by the Lodge to substantiate absence.

12.08 Long Term Plan

The following information is intended only as a guide to the overall design of the Long Term Plan. Benefits under the Plan will be subject to the terms and conditions of the contract negotiated with the insurer selected to provide this coverage. The selection of an insurer and any changes in insurer from time to time will be made at the discretion of the Employer. Discussions will take place with the Union regarding any changes.

A Short Term and Long Term Plan will be integrated so that, on the 120th calendar day of continuous disability (i.e., the end of 17 weeks), the Long Term benefits will commence. An employee still having days in her or his Sick Leave Credit Bank will have the option of utilizing these days to extend the length of time that Short Term Plan benefits are payable.

12.09 Benefits

The Plan will pay 66-2/3% of the employee's basic monthly earnings to a maximum benefit of \$5000.00 per month. Some evidence of insurability may be required by the insurer. These benefits will be reduced by benefits received from other sources including government plans, other group insurance or retirement plans, employment income. The Benefit payable under the Plan is confirmed that the all-source income limitation will be 85% of net (after tax) predisability earnings.

12.10 Continuation of Health Benefits

The Employer will continue to provide health benefits, as are provided for in Schedule "C", thus, any employee covered by this agreement who is off work and receiving payments under the Long Term Plan, such employee will continue to be covered for the same health benefits. However, when an employee continues to receive payments under the Long Term Disability Plan at the beginning of the calendar year following commencement of Long Term Disability Plan payments, benefit entitlements such as Vacation & Recognized Holidays, will cease effective December 31st immediately prior to the beginning of that calendar year.

An employee who is disabled and collecting LTD benefits can elect a waiver of premiums with OMERS and continue to accrue credited service for OMERS purposes.

12.11 Duration

Benefits are paid, so long as an employee is totally disabled, until normal retirement at age sixty-five (65) or death or cessation of total disability, whichever occurs first.

12.12 Definition of Total Disability

During the first two years that benefits are paid, following one hundred and nineteen (119) days coverage under the Short Term Plan, an employee must be wholly and continuously disabled as a result of sickness or injury and prevented from performing her or his normal duty pertaining to her or his occupation. After payments of benefits for twenty-four (24) consecutive months, payments will continue to normal retirement age if the employee remains wholly and continuously disabled as a result of sickness or injury and is prevented from engaging in any and every occupation or employment for wage or profit for which she or he is reasonably qualified by education, training or experience. The employee must be under the regular care of a physician but house confinement is never required. Medical evidence to support a claim may be required on a reasonable schedule by the insurer.

12.13 Recurrence of Disability

After Long Term payments have commenced, successive periods of disability separated by less than six (6) months of continuous full time employment will be considered one period of disability and no additional waiting period will apply before benefits recommence. If the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commence after return to full time employment, another waiting period will apply.

12.14 Pre-existing Conditions

There will be no limitations on benefits payable to an employee disabled after the effective date of the insurance contract even if the disability is as a result of a condition for which she or he was being treated prior to becoming insured.

12.15 Actively Employed Requirement

The Long Term Disability Plan will provide coverage to all full time employees who are actively employed, subject to the completion of three (3) consecutive months service requirement for recently hired employees noted under Eligibility above.

12.16 Rehabilitative Benefits

Although this Plan is intended to provide income protection only to employees who are totally disabled, an incentive is also provided to an employee able to engage in gainful rehabilitative employment during recovery.

12.17 Pregnancy

If an employee becomes totally disabled as a result of, or during the course of pregnancy, she or he is eligible for the benefits under this coverage. Benefits are suspended, however, during the period while on pregnancy leave. Any portion of

such leave of absence may be applied towards meeting the 119-day qualifying period for Long Term Disability, if applicable.

12.18 Termination of Coverage

Eligibility for coverage under the Short Term and Long Term Disability Plans will terminate on the date of termination of employment.

ARTICLE 13 - HOLIDAYS

13.01 All employees shall receive the following holidays without loss of pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 (Canada Day)	Boxing Day

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays.

In order to qualify for any of the above holidays, an employee must have worked on the employee's last scheduled work day preceding and work the first scheduled work day following the holiday unless the absence is due to:

- (a) vacation granted by the Employer;
- (b) the employee's regular scheduled day off;
- (c) a paid leave of absence provided the employee is not otherwise compensated for the holiday.

Employees shall not be entitled to Statutory Holiday(s) that fall within a particular month in which they were absent without pay for that full month.

- 13.02
- (a) When a full-time employee works on a holiday she or he shall receive premium pay at the rate of time and one-half (1-1/2) for the first seven and one-half (7-1/2) hours worked on such holiday, and shall receive another day off with pay.
 - (b) A part-time employee shall receive premium pay at the rate of two and one-half (2-1/2) times for hours worked on such holiday.
 - (c) A full-time employee may only accumulate a maximum of three (3) paid holidays which must be taken prior to March 31st of the next calendar year. Lieu days earned and not taken by March 31st shall be paid for at the March 31st rate of pay by no later than April 30th.

All requests must be submitted four (4) weeks in advance of the day requested except in extenuating circumstances.

Such requests for lieu days shall be granted as requested provided that staff are available to cover and that these requests do not incur premium payment for the employee replacing.

This provision has no application to Float Holidays.

- (d) Where a full time employee is required to work on a paid holiday, she or he will be paid at the double time rate for any work performed on such day in excess of seven and one-half (7-1/2) hours.

13.03 A tour that begins or ends during the 24 hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

13.04 When a holiday falls within an employee's vacation period it shall be added to the end of her or his vacation, or on another day off with pay as mutually agreed by the employee and the employer.

13.05 When an employee works on a holiday or when a holiday falls on a scheduled day off, the Employer will endeavour to schedule compensating time off concurrently with scheduled weekends off, vacation, or at a mutually agreeable time, provided that other scheduling requirements allow that to be done.

ARTICLE 14 - VACATIONS

14.01 (a) All full-time employees shall receive an annual vacation (with pay as set down below in accordance with her or his years of employment) as follows:

Up to three (3) years - 1-1/4 working days for each month
Three (3) years or more - 1-2/3 working days for each month

Employees who have completed thirteen (13) or more years of full time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks of pay.

Employees who have completed twenty-two (22) or more years of full time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks of pay.

Employees who have completed twenty-eight (28) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks pay.

(b) All part-time employees shall receive an annual vacation (with pay as set down below in accordance with her or his years of employment) as follows:

Less than one year - 3 weeks

Three (3) years or more - 4 weeks

Thirteen (13) years or more - 5 weeks

Twenty-two (22) years or more - 6 weeks

Twenty-eight (28) years or more – 7 weeks

Vacation pay shall be paid to part-time nurses on an accrual basis with each bi-weekly paycheque.

- (c) Vacation pay shall be based on the applicable percentage of gross earnings in the current year as follows:

Less than three (3) years of employment - 6%

Three (3) years or more of employment - 8%

Thirteen (13) years or more of employment - 10%

Twenty-two (22) years or more of employment - 12%

Twenty-eight (28) years or more – 14 %

- (d) For the purposes of Article 14.01, length of employment for part-time employees shall be based on 1500 hours equivalent to one year of employment.

- 14.02 Employees will not be allowed to take vacations in advance of accrued credits. No vacation credits shall be earned for any month in which the employee is absent without pay for more than ten (10) days in that month.
- 14.03 An employee may only accrue a maximum of twenty (20) days of vacation credits.
- 14.04 Vacation schedules for a twelve (12) month period shall be posted by May 1st of each year and shall not be changed unless mutually agreed by the employee and the Employer. Employees shall assist with the preparation of Vacation Schedules by advising her or his supervisor of preferable dates for annual vacations prior to April 1st of each year.
- 14.05 All other vacation requests must be submitted to the Director of Nursing on the prescribed form at least four (4) weeks in advance of the vacation dates, save and except in extenuating circumstances. Responses will be given to employees in writing within fifteen (15) days of such request and will be given priority on a first come, first served basis.
- 14.06 An employee resigning or retiring her or his employment at any time in her or his vacation year, before she or he has had her or his vacation, shall be entitled to a vacation pay earned but not taken prior to termination.
- 14.07 Preference in the choice of vacation dates shall be determined by seniority of service with the Employer.

- 14.08 (a) Where a full-time employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. There shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
- (b) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against her or his vacation credits.
- (c) Should an employee become ill prior to the commencement of their vacation as supported by a medical certificate or hospitalized while on vacation, they may substitute available sick days for scheduled vacation.
- 14.09 No employee shall be required to work during her or his scheduled vacation period. However, should an employee agree to work when requested during her or his scheduled vacation, she or he shall have the choice to be paid the regular rate of pay plus time and one half (double time and a half) for each day which she or he performed any work, or to be paid time and one half of their regular straight time rate of pay (time and a half) and reinstatement of a vacation day for use at a later date.
- 14.10 For the purposes of vacation entitlement, length of continuous service, for those employees who have elected to change their status from full-time to part-time or vice versa, shall mean combined service as both full-time and part-time.
- 14.11 It is further understood that single vacation days may be taken and that vacation quotas shall not be unduly restrictive, provided these days are requested (in writing where possible) at least four (4) weeks in advance, except in extenuating circumstances, and the request can be accommodated.

ARTICLE 15 - MISCELLANEOUS

15.01 Bulletin Board

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

15.02 Copies of the Agreement

A copy of this agreement will be issued by the Employer to each employee now employed and as employed. Costs will be borne by the Employer. Copies of the Collective Agreement shall be produced within six weeks of the signing of the Collective Agreement. The Employer shall provide the Union with copies of all master plans for benefits.

15.03 Orientation/Inservice/Professional Development

- (a) An orientation and inservice program will be provided to all employees; these programs shall be reviewed and discussed from time to time by members of the Labour - Management Committee.

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

The following minimums shall be observed in the orientation of a newly-hired employee:

- i) 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 on all three (3) shifts.
 - ii) The period of orientation shall be for a minimum of seven (7) days. The Employer will not unreasonably deny requests for additional orientation.
 - iii) She shall be scheduled as an additional employee to the usual staffing pattern.
 - iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (b) 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 provide programmes related to the Ministry of Health Long Term Care inservice requirements. Available programmes will be publicized.
- (c) Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

15.04 Aggressive Residents

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.

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

15.05 It is agreed and understood by both parties that every employee has a right to privacy which includes the right of the employee to his or her choice of physician except where required by an insurance carrier.

15.06 Criminal Reference Checks

Criminal reference checks, if required by statute or regulations for current employees, will be paid by the Employer.

ARTICLE 16 - DEFINITIONS

16.01 Whenever the female gender is used herein it shall also apply to the male gender wherever applicable.

ARTICLE 17 - SCHEDULES

17.01 Attached hereto and forming part of this Agreement are:

Schedule "A" - Salary Schedule and Classifications
 Schedule "B" - Hours of Work and Working Conditions
 Schedule "C" - Benefit Program
 Schedule "D" - Professional Responsibility Assessment Committee Chairperson

ARTICLE 18 - WORKERS' COMPENSATION AND REINSTATEMENT

- 18.01 (a) The Home will notify the Bargaining Unit President of the names of all employees who go off work due to a work related injury or when an employee goes on LTD.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Home will notify and meet with a staff representative of the Ontario Nurses' Association and the Bargaining Unit President to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Home agrees to provide the employee with a copy of the *Workplace Safety and Insurance Act* Form 7 (Employer Report of Accidental Injury or Industrial Disease) at the same time as it is sent to the Board.

ARTICLE 19 - DURATION OF THE AGREEMENT

19.01 This Agreement will be in effect from April 1, 2018 until March 31, 2020 and will continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

DATED AT Brockville , Ontario this 12th day of December , 2019.

FOR THE EMPLOYER

“Ken LeBlanc”

“Tom Harrington”

“Tracey Davidson”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Jillian Howley”

Bargaining Unit President

SCHEDULE "A"
SALARY SCHEDULE

Registered Nurse

	April 1, 2018	April 1, 2019
Start	\$32.66	\$33.23
1 Year	\$32.81	\$33.38
2 Years	\$33.36	\$33.94
3 Years	\$35.00	\$35.61
4 Years	\$36.66	\$37.30
5 Years	\$38.72	\$39.40
6 Years	\$40.80	\$41.51
7 Years	\$42.89	\$43.64
8 Years	\$45.94	\$46.74
25 Years	\$46.76	\$47.58

Across the board increase of 1.4% effective April 1, 2018 and 1.75% effective April 1, 2019 to be paid retroactively per A9 of the Collective Agreement.

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 employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 14%.

The hourly salary rates payable to a part time employee 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 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.

It is understood and agreed that the part time employee's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 14% which is paid in lieu of fringe benefits and accordingly the 14% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

A1 All changes in salary, whether the result of promotion, filing with the Employer or proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.

A2 Shift Premium

An employee shall be paid a shift premium of one dollar and eighty cents (\$1.80) for each hour worked on the evening shift and one dollar and ninety-five (\$1.95) per hour for each hour worked on the night shift.

A3 Weekend Premium

An employee shall be paid a weekend premium of two dollars and five cents (\$2.05) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or other such times as the parties may agree.

A4 Responsibility Allowance

An employee who is assigned the responsibility of relieving the Director of Nursing or the Assistant Director of Nursing shall be paid a responsibility allowance of one dollar and seventy-five (\$1.75) per hour.

When an employee is assigned the responsibility of Nurse-in-Charge of the building on evenings or nights, she or he shall be paid a responsibility allowance of one dollar and seventy-five cents per hour in addition to her or his regular salary and tour differential.

A5 Pay Roll Policies

Pay slips are to be issued every other Thursday with an itemized statement of all deductions, premiums, and changes of increments. Employees leaving the employ of the Employer shall be paid all outstanding pay and credits as soon as possible following the date of termination.

Employees who are scheduled on days off on Thursday and Friday may get their pay slip after 1530 hours on Wednesday.

- A6 (a) Claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Employer by providing verification of previous experience so that her or his recent related clinical experience may be determined and evaluated during her or his probationary period. Having established the recent related clinical experience, the Employer will credit a new employee with one (1) annual increment for each year of service, including pro-rated part time experience up to the maximum on the salary grid. If a period of more than three (3) years has elapsed since the employee has occupied a nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer and this shall not be exercised in an arbitrary manner.

(b) Increments

Annual increments shall be payable on each full-time employee's anniversary date of employment and after each 1500 paid hours in the case of part-time employees. Employees shall be put on their proper place in the new grid accordingly.

(c) Full-Time – Part-time Transfer

A full-time employee whose status is altered to part-time will assume her or his same level on the part-time grid and vice versa. Paid tours since the last increment shall be included in the calculation.

A7 A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.

A8 Realignment of Duties and Establishment of New Positions

When the Employer makes a substantial change in the job content of an existing classification which in reality causes the classification to become a new classification or when a new classification is established by the Employer judged to fall within the Bargaining Unit is established, notification of the change and the job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the employee.

A9 Retroactivity

Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the release of an arbitration award. The Employer's letter in this regard will advise the terminated employee of the entitlement to apply for retroactive monies and the method by which application is to be made.

All retroactivity shall be paid within three (3) full pay periods following the release of an arbitration award (or when the collective agreement is ratified by both parties), and if so paid, shall not bear interest. Retroactivity paid later than the three (3) full pay periods shall include interest calculated at the prime rate.

Retroactivity shall be paid on wages alone, on a separate cheque.

SCHEDULE "B"

HOURS OF WORK AND WORKING CONDITIONS

- B1 The normal shift shall be composed of 7-1/2 consecutive hours, exclusive of meal time. The normal work week shall be composed of five (5) tours, that is 37-1/2 hours per week.
- B2 Meal time of one-half (1/2) hour shall be scheduled away from the floor during an employee's shift whether day, evening or night. When there is only one registered employee on a shift, it is recognized that this is not possible; therefore, such employees shall be compensated at overtime rates for their meal period. Should an employee be recalled to duty during meal time, additional time shall be provided later in the shift.
- B3 A rest period of 15 minutes will be granted each half tour. Employees on evenings and nights will attempt to take rest periods as scheduled. However, if circumstances will not permit, one rest period of 30 minutes per tour may be taken.

B4 Scheduling Regulations

The following shall apply for full-time employees:

- (a) Two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as an average of four (4) days off are scheduled each fourteen (14) days. The remaining two (2) days off may be split by mutual consent.
- (b) Tours of duty schedules shall be posted 4 weeks in advance and shall cover a 4 week period. The Employer will endeavour to accommodate requests in writing by employees for specific days off and also requests in writing for change in posted time schedule once the schedule has been posted.
- (c) A period of two (2) consecutive tours off shall be scheduled between a change of tours and at least forty-eight (48) hours time-off shall be scheduled following night duty.

Split tours will not be scheduled and paid holidays shall not be used to change tours.

A shorter period of time between changes of tour may be scheduled by mutual consent.

- (d) The Lodge will offer nurses the option of working specific shifts (evening or nights) on a permanent basis. The request will be granted to minimize the amount of shift work required by other nurses. The permanent shift assignment will be granted based on seniority. All other nurses will be required to rotate over two (2) shifts (days/evenings or days/nights) as

necessary. The day shifts shall be equitably distributed amongst the nurse rotating on those shifts.

- (e) An employee is entitled to an average of at least one weekend off in two.

The following shall apply to full-time and part-time employees:

- (f) These scheduling regulations may be waived between December 15th and January 15th, so that all employees will receive five (5) or more consecutive days off at Christmas or New Year's. Schedules for this period shall be posted at least six (6) weeks in advance. Time off at Christmas shall include December 24 (evening & night shift), 25, 26. Time off at New Year's shall include December 31 (evening & night shift) and January 1st.
- (g) A full-time or part-time employee who is called in or reports for work as scheduled shall receive a minimum of four (4) hour's pay.

The following shall apply to part-time employees:

- (h) Whenever an Employer wishes to change the posted work schedule of a part-time employee it shall give notice of change at least twelve (12) hours in advance of the scheduled reporting time of the employee. In the event of failure to comply with this provision the employee shall receive seven and one-half (7-1/2) hours pay.
- (i) Should a part-time employee be called in to work after a tour has begun, she or he shall be paid the 7-1/2 consecutive hours of that tour, provided she or he works a minimum of four (4) hours.
- (j) Should a part-time employee be called in to work with less than two (2) hours notice prior to commencement of a tour and arrive an hour after the beginning of such tour, she or he shall receive full payment for the tour.
- (k) A request for change in posted time schedule must be submitted in writing and co-signed by an employee willing to exchange days off or tours. It is understood that such change in tours or days off initiated by the employees and approved by the Home, shall not result in overtime payment.
- (l) A period of two (2) consecutive tours off shall be scheduled between a change of tours and at least forty-eight (48) hours time-off shall be scheduled following night duty.
- (m) Call-in shifts at straight time hourly rates that become available after the posting of the schedule will be offered to part-time employees by seniority on an equitable basis.

B5 A weekend off shall be defined as a minimum of fifty-six (56) consecutive hours off duty commencing no later than 2300 hours on Friday.

B6 (a) Work in excess of the normal work day shall be compensated at the rate of time and one-half (1-1/2).

- (b) When a full-time employee works on her or his days off such employee will be compensated at the rate of time and one-half (1-1/2).
- (c) When a tour schedule is changed without twenty-four (24) hours notice the full-time employee shall be paid at the premium rate of time and one-half for the first tour of the new schedule.
- (d) Time and one-half shall be paid for all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.
- (e) The following applies to full-time-time employees only:

An employee will receive time and one half (1.5) their regular straight time hourly rate for all hours worked on the third and subsequent consecutive weekend until a weekend off is received, save and except where:

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

- (f) The following applies to part-time employees only:

If an employee works a fourth consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

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

The Employer will endeavour to schedule every third weekend off.

- (g) The Employer shall provide to a nurse required to work more than two (2) hours overtime with a meal voucher or an allowance equal to the cost of a full meal in the St. Lawrence Lodge dining room.
- (h) When an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.

B7

Call-In

When an employee is called back to work and reports to work outside of her or his

regular hours, she or he shall be compensated at time and one-half (1-1/2) the straight time rate from the time she or he reports to work with a minimum of four hours pay.

- B8 An employee reporting for work in her or his regular shift and for whom work subsequently is not available shall be paid her or his regular rate of pay for the entire period of work, with a minimum of four (4) hours.
- B9 The preceding provisions respecting hours of work shall not be construed as a guarantee of hours of work per day or per week.
- B10.01 Job Sharing
- Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work, of what would otherwise be a full-time position.
- B10.02 The Home agrees that it will not unreasonably refuse a request from the Union:
- (a) on behalf of one or more of its full-time employees who wish his or her position to be job shared.
 - (b) on behalf of one or more of its part-time employees who would like to see a vacant full-time position job shared.
- B10.03 The other half of the job sharing position in (a) above and both halves of the job sharing position in (b) above, will be posted under the Collective Agreement.
- B10.04 Job sharers who previously were full-time and participating in OMERS, will receive 4% less than the agreed to percentage in lieu of benefits and continue to be a member of OMERS. The Employer will continue to pay its share of OMERS contributions on behalf of said employee.
- B10.05 Total hours assigned on the posted schedule to the two job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and Management.
- B10.06 The above schedules shall conform with scheduling provisions of the full-time scheduling regulations of the Collective Agreement. Aside from scheduling provisions, job sharers will be governed by the Collective Agreement provisions, applicable to part-time nurses. Job sharers will only be called for extra shifts after all Part- Time nurses who would not require premium payment have been called.
- B10.07 Each job sharer may exchange shifts with his or her partner, as well as with other employees as provided by the Collective Agreement.
- B10.08 The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.

B10.09 Coverage

It is expected that both job sharers will cover each other's incidental illnesses and scheduled vacation. If, because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

B10.10 Discontinuation

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

B10.11 If one of the job sharers leaves the arrangement, his or her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of filling the full-time position, if it was their full-time position originally, or reverting to a part-time position for which he or she is qualified. If he or she does not become full-time, the position must be posted in accordance with the Collective Agreement.

SCHEDULE "C"

INSURANCE & PENSION PLANS

C1 The Corporation will make the following coverage available to full time employees in accordance with the rules and regulations of the plan and pay seventy-five percent (75%) of the premium costs required for each regular full-time employee:

Deductible of twenty-two dollars and fifty cents (\$22.50) for single and thirty-five dollars (\$35.00) for family per year for Extended Health Coverage.

- OHIP including semi-private coverage 100%.
- Employer contribution of 75% of Extended Medical –Surgical coverage (billed premium), including a drug plan. Blue Cross Extended Hospital Care Plan – Employer to pay 75%.
- Employer contribution of 100% to Group Life Insurance Plan:
 - A benefit equal to two times annual salary, to the next highest \$100 of benefits.
 - Accidental Death and Dismemberment insurance equal in amount to the Life Insurance.
 - Dependent Life Insurance:
 - Employee's spouse \$2,000.
 - Employee's children \$1,000.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

C2 O.M.E.R.S. Basic Plan

Every full-time employee shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System.

C3 If a full-time employee's absence without pay from the Lodge exceeds 30 continuous calendar days, the employee will become responsible for full payment of the cost of such plan and shall arrange full payment with the Employer.

C4 The Employer agrees to 75% of the cost of the premiums for enrolment in a plan at least equivalent to Blue Cross Dental Plan #9, current ODA schedule as amended, and the employees hereby consent to have the remaining 25% of the cost of such premiums deducted from their pay cheques.

The dental plan will provide for recall oral examinations once every nine (9) months (adults only).

Bridges, Crowns, Inlays at fifty percent (50%) co-insurance to \$1000.00 cap.

Complete and partial dentures are covered at fifty percent (50%) co-insurance to one thousand dollars (\$1000) maximum per person annually.

Increase coverage to Crowns, bridgework and repairs to same (major restorative) fifty percent (50%) co-insurance to one thousand five hundred dollars (\$1500) maximum per person annually.

- C5 Part-time employees may participate in the Health Care coverage where possible, by providing the employer in advance with a personal cheque for the monthly premium when no monthly salary is available for such deduction to be made. The part-time employee shall in all cases be responsible for 100% of the monthly premiums for any applicable Health Care coverage.
- C6 The Employer will provide a Vision Care Plan providing for three hundred dollars (\$300.00) per person every twenty-four (24) months, 60% Employer/40% employee plus eye examinations to a maximum of sixty-five dollars (\$65.00) every twenty-four (24) months.
- Coverage will include hearing aids (maximum three hundred dollars (\$300.00) per person - no loss of superior benefit) and maximum four hundred dollars (\$400.00) for paramedical coverage per service, (massage therapy, chiropractic, and physiotherapist) per year for each person.
- C7 Employees on unpaid leave of absence, have the right to continue in benefit plans, provided the employee pays premiums.
- C8 The employer contributes 100% of the premium for Long Term Disability.
- C9 Nurses who are on layoff may continue to participate, for a maximum period of six (6) months from the date of layoff, in the Extended Health Care, Dental, Semi-Private and Accidental Death and Dismemberment benefit plans in which they were enrolled prior to layoff, provided the nurses make arrangements satisfactory to the Employer for the prepayment of one hundred percent (100%) of the cost of the premiums necessary to maintain such enrolment.
- C10 The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.06 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 11.07 provided the employee continues to pay his/her share of the premiums.
- C11 Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).

- C12 The Employer will provide coverage for up to five hundred dollars (\$500) per year per person to be assessed and followed by a mental health practitioner. (Counsellor, Psychologist, Psychiatrist)

SCHEDULE "D"

PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE CHAIRPERSONS

Carolyn Anderson
Vice President Clinical Services & Chief Nurse Executive
16151 Old Simcoe Rd.,
Port Perry, ONT. L9L 1P2
Telephone: 905-982-1366
E-mail: carola@bell.net

LETTER OF UNDERSTANDING

BETWEEN

ONTARIO NURSES' ASSOCIATION
("the Union")

and –

ST. LAWRENCE LODGE
("the Home")

Re: Occupational Health and Safety Committee

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace.

DATED AT Brockville , Ontario this 12th day of December , 2019.

FOR THE EMPLOYER

"Ken LeBlanc"

"Tom Harrington"

"Tracey Davidson"

FOR THE UNION

"Cari Bailey"

Labour Relations Officer

"Jillian Howley"

Bargaining Unit President

LETTER OF UNDERSTANDING

BETWEEN

ONTARIO NURSES' ASSOCIATION
("the Union")

and –

ST. LAWRENCE LODGE
("the Home")

Re: Whistle Blowing Protection

Provided a nurse has followed reasonable policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrong doing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

DATED AT Brockville, Ontario this 12th day of December, 2019.

FOR THE EMPLOYER

"Ken LeBlanc"

"Tom Harrington"

"Tracey Davidson"

FOR THE UNION

"Cari Bailey"

Labour Relations Officer

"Jilliam Howley"

Bargaining Unit President

LETTER OF UNDERSTANDING

BETWEEN

ONTARIO NURSES' ASSOCIATION
("the Union")

and –

ST. LAWRENCE LODGE
("the Home")

Re: Supernumerary positions

The local parties may meet to discuss the implementation of any supernumerary positions that may be funded by the Ministry of Health and Long Term Care.

DATED AT Brockville, Ontario this 12th day of December, 2019.

FOR THE EMPLOYER

"Ken LeBlanc"

"Tom Harrington"

"Tracey Davidson"

FOR THE UNION

"Cari Bailey"

Labour Relations Officer

"Jillian Howley"

Bargaining Unit President
