

**COLLECTIVE AGREEMENT**

BETWEEN:

**TENDERCARE LIVING CENTRE**  
(Hereinafter referred to as "the Employer")

AND:

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

Note: Throughout the Collective Agreement, local issues have been indicated with italics.

**Expiry Date: June 30, 2021**

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – SCOPE & DEFINITIONS**

- 2.01 *The Employer recognizes the Union as the exclusive bargaining agent of all Registered and Graduate Nurses employed in a nursing capacity, by Tendercare Living Centre Nursing Home in Metropolitan Toronto, save and except Supervisors and persons above the rank of Supervisor.*
- 2.02 (a) A full-time employee shall mean an employee covered by this Agreement who is committed to and regularly works the full work period of *more than forty-five (45) hours in a biweekly period, exclusive of overtime.*
- (b) A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
- (c) A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- 2.03 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.04 Work of the Bargaining Unit
- (a) In order to protect the standard of nursing care, the Employer shall not contract out the work normally performed by members of this bargaining unit except:
- i) For purposes of instruction,
- ii) In the event of an emergency situation,
- iii) When performing developmental or experimental work, or

- iv) When employees are not available due to an employee not reporting for work as scheduled or not being available for work.
- (b) Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, layoff or reduction in hours of any member of the bargaining unit.
- (c) When it is decided to not fill a position following an employee's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.

2.05 Minimum Staffing

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

- 2.06
- (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that were scheduled in the last week ending prior to June 30, 2009. For clarity, this includes existing vacancies.
  - (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
  - (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.
  - (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of June 30, 2009, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
  - (e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
  - (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

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

2.08 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the

nurse fails to obtain her or his General Class Certificate of Registration, prior to the expiry of her or his Temporary Class Certificate of Registration she or he may be placed on an unpaid leave of absence, otherwise she or he will be deemed to be not qualified for the position of registered nurse or registered practical nurse, if applicable, and she or he may be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at the start level of the appropriate wage grid.

- 2.09 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 2.10 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.11 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Schedule "A".
- 2.12 The word "employee" when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

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

#### **ARTICLE 4 – RELATIONSHIP**

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

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

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

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

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

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

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

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

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

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

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

#### 4.05

##### Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the *Human Rights Code of Ontario* and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the *Ontario Human Rights Code*.
- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.
- (c) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

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

- (d) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

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

#### 4.06

##### Whistle Blowing Protection

The Employer agrees to adhere to the whistle blowing protection pursuant to the *Long-Term Care Homes Act (LTCHA)*.

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

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

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

- 6.01 The Employer will recognize the following:

- (a) *Three (3)* Union Representatives. Upon mutual agreement of the parties, the number may be altered from time to time.

Where a Union Representative commences on an extended leave of absence, the Union will endeavour to find a temporary replacement for the Union Representative from within the Home.

- (b) A Grievance Committee of *three (3)* employees.
- (c) A Negotiating Committee of *three (3)* employees.
- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at least quarterly, or more frequently as otherwise mutually agreed and/or required pursuant to Article 19.01. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

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

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
- ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
- iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.
- (e) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide replacement staff where operationally required.



- (f) Where an ONA representative has a conflict of interest representing a member, she/he will ensure that an alternate ONA representative is available.

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

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

6.04 (a) The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Notwithstanding the definition of the first shift of the day, employees on the night shift preceding or the evening and night shift on the actual day of the negotiation meeting shall receive paid time off.

Notwithstanding the foregoing, it is understood and agreed that in circumstances where local issue bargaining commences after a central conciliation process, the first day of such local negotiations will be treated for purposes of pay as if the negotiations commenced prior to conciliation.

- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfill their duties as Committee members as set out in a) above. However, it is further agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably withheld.

6.05 The Employer shall advise a Union Representative of all new hires and agrees that a Union Representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period. Where the Labour Relations Officer is the designated Union Representative, the Employer shall advise the Labour Relations Officer and arrange a time for the interview.

6.06 Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.

- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.

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

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

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

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

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

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

aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

- (h) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include aggressive residents.

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

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

- (i) The Employer shall:

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

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

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

- (j) A worker shall,

- i) Work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations,
- ii) Use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn,
- iii) Report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker, and
- iv) Report to his or her Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

(k) Injured Workers Provisions

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

(l) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

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

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

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

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

(n) Damage to Personal Property

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

The employee must report the incident by the end of their shift. The employee will present her or his receipt to the Employer within seven (7) days after the event, unless it was impossible for her or him to do so during this period. The Employer will reimburse up to a maximum of one hundred dollars (\$100) per incident except for eyeglasses, which shall have a maximum reimbursement of three hundred dollars (\$300).

## 6.07

Violence in the Workplace

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

will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.12.

- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures and procedures in consultation with the Joint Health and Safety Committee to address violence in the workplace, which may include, among other measures and procedures:
  - i) Alert employees about a person with a known history of aggressive and responsive behaviours and their known triggers by means of:
    - A) electronic and/or other appropriate flagging systems,
    - B) direct verbal communication / alerts (i.e. shift reports),
  - ii) Communicate and provide appropriate training and education,
  - iii) Reporting all incidents of workplace violence,
  - iv) Long-term care home wide violence risk assessments.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

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

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

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

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

## **ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.
- 7.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members' current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.
- The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The Employer will respond to such requests with any information it has which is readily available, within two weeks.
- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

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

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care or designate at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her Union Representative. If a Union Representative is not available, ONA shall appoint a designate as representative. At Step 1 of the grievance procedure a Representative of the Ontario Nurses' Association may be present at the request of either party.

- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or Union Representative will bring it to the attention of the immediate supervisor to settle such differences within ten (10) days of the occurrence.

Step No. 1

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

Step No. 2

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

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor. Union grievances shall be set out on the Union grievance form. Alternately, the parties may agree to an electronic version of this form and a process for signing.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- 8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

### 8.08 Discharge Grievance

- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance. As a good labour relations practice, the Home agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension.
- (b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

- 8.09 (a) If an employee is to be reprimanded or disciplined, she may have a Union Representative present if she so requests.
- (b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.
- (c) The Union Representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union Representative is unavailable, the Union Representative shall provide an alternate representative.

### 8.10 Policy Grievance – Union Grievance

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

### 8.11 Policy Grievance – Employer Grievance

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

- 8.12 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a



third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- (b) Within thirty (30) calendar days of the receipt of notice referred to in Article 8.12 (a) above, either party may require a process for a sole arbitrator where the grievance concerns:
- i) A job posting,
  - ii) A short term layoff,
  - iii) Responsibility pay, premiums, overtime and call-in pay,
  - iv) Entitlement to leave,
  - v) Scheduling issues,
  - vi) Any other grievance as mutually agreed.

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

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

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

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

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared between the parties.
- 8.20 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.21 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

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

- 9.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service with the Home since the date of last hire, subject to Article 9.03-9.05, 9.17, 9.18 and 11.10 and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the Home since the date of last hire, equals one year of seniority and service subject to Article 9.03-9.05, 9.17, 9.18 and 11.10 and any other related provision of the Collective Agreement.
- The Union and the Employer agree to abide by the *Human Rights Code*.
- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
- i) Four hundred fifty (450) hours worked for full-time employees,
  - ii) Four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees,
  - iii) Four hundred fifty (450) hours worked or eight (8) calendar months, whichever comes first, for casual part-time employees,

- iv) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours) worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development,
- v) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

9.02 *A copy of the seniority list will be posted by January 31st and July 31st of each calendar year on designated bulletin boards with a copy forwarded to the bargaining unit president. Included in the list shall be a breakdown of total hours paid for part-time employees. All lists will include date of hire. Any errors noted in the seniority list should be noted and the employer notified within thirty (30) days, after which the list shall be considered final.*

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

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

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

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

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

- (b) When absent due to layoff for a period of thirty (30) calendar months.
- (c) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty-six (36) months.
- (d) When on illness absence not paid by the Employer for a period up to thirty-six (36) months.

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

9.05

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

- (a) Resigns.
- (b) Is discharged and not reinstated.
- (c) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given.
- (d) Is laid off for more than thirty (30) calendar months.
- (e) Retires.
- (f) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future.
- (g) When on illness absence not paid by the Employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future.
- (h) Fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

9.06

- (a) Where a vacancy which is not covered by Article 9.07 (a) occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) calendar days. Employees may make written application to their Director of Care or designate for such vacancy within the posting period. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that

this administrative exercise in no way inhibits the process or completion of the job posting process.

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

#### 9.07

- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Nursing Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.

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

- (b) Vacancies and subsequent vacancies that are expected to exceed sixty (60) calendar days and are caused by pregnancy and/or parental leave, Union leave, Workplace Safety and Insurance Board (WSIB) leaves, sick leave under Article 14, and family medical leave or any other leave protected under the Employment Standards Act or the Human Rights Code will be posted as "Temporary Vacancies" and filled as per Articles 9.06 and 9.08. For clarity, Article 9.07 (a) does not apply to these vacancies.
  - i) The parties agree that an employee who is awarded a vacancy under (b) shall retain her/his original position/status and shall have the right to return to her/his former position upon the return of the employee whose position she/he is filling.
  - ii) Where a Temporary Vacancy arises under (b), full-time employees can apply for full-time Temporary Vacancies only. Part-time employees can apply for either full-time or part-time vacancies. Positions will be awarded pursuant to Article 9.08.
- (c) A part-time employee who is awarded a temporary full-time position under (b) shall be deemed to retain her/his part-time status.

- (d) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit. The release or discharge of such persons shall not be the subject of a grievance or arbitration.
- (e) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.

9.08 In all cases of job postings under Article 9.06 and 9.07 (b) above, the following factors shall be considered:

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

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

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

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

#### 9.11 Layoff and Recall

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

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

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

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

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

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

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

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

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

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

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

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

9.17 Positions outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. Where an employee is backfilling outside of the bargaining unit for purposes of pregnancy and/or parental leave, the period of time will be extended up to nineteen (19) months from the date of the assignment. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or

she or he will lose all seniority held at the time of the subsequent transfer unless the parties agree otherwise.

- (b) An employee who accepts a transfer under (a) above will not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.
- (c) An employee who accepts a permanent position outside of the bargaining unit will lose all seniority held at the time of the transfer.
- (d) The Employer will advise the Union of the names of any employees pursuant to Article 9.17(a) or (b).

#### 9.18 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of fifteen hundred (1500) paid hours being equivalent to one (1) year of full-time seniority and 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.

Note: Provisions relating to retention of sick leave credits on transfer to part-time status will be dealt with under the sick leave issue and will not be deleted by this standard language. Similar treatment will apply to provisions on vacation or other credits on transfer.

#### 9.19 Local Health Integration Networks and Restructuring

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

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

### **ARTICLE 10 – EMPLOYEE FILES**

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

Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any



evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.

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

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

## **ARTICLE 11 – LEAVE OF ABSENCE**

### 11.01 Personal Leave of Absence

The Administrator may grant a request for leave of absence for personal reasons without pay provided that he receives at least one (1) month's clear notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Employees when applying for such leave shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

### 11.02 Union Leave

#### (a) Local Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Union business in accordance with the following provisions:

- i) In bargaining units with up to 12 members, no more than one (1) employee shall be on leave at any one time. In bargaining units with 13 or more members, no more than two (2) employees shall be on leave at any one time.
- ii) The Union will give at least four (4) weeks' written notice where practicable.
- iii) Replies to request for leaves of absence shall be given within two (2) calendar weeks of receipt of the request.
- iv) Provided that such leave may be arranged without undue hardship to the normal operations of the Home.
- v) Permission for such leave will not be unreasonably withheld.

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

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

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted such leave of absence as she or he may require to fulfil the duties of the position without loss of seniority and benefits. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above. Reasonable notice – sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence.

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

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

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

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

(e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (d), above, and will bill the Union for such salary, as well as nineteen percent (19%) for all pension, vacation, and benefit reimbursement. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

(f) ONA Staff Leave

For an employee with at least two (2) years full-time or equivalent service (e.g. 3,000 hours of part-time RN service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 11.10, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the

Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

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

### 11.03 Professional and Education Leaves

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

(b) Professional and Education Leaves

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

(c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the Employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.

(d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario or the Registered Practical Nurses' Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario or the Registered Practical Nurses' Association of Ontario subject to the following limitations:

- i) No more than one (1) employee may be absent at one time,
- ii) Employees must provide at least thirty (30) calendar days' notice in writing,
- iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

## 11.04

Bereavement Leave

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

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

- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) An employee will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay or sick pay.
- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

## 11.05

Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The

employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's initial confirmation of Employment Insurance payment (or more frequently where the payment changes) as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee will endeavour to provide a copy of the initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

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.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than sixty-three (63) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks after it began if the employee also took pregnancy leave and sixty-three (63) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.

- (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's initial confirmation of Employment Insurance payment (or more frequently where the payment changes) as proof that she/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 ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours. The employee will endeavour to provide initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

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.

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

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

#### 11.06 Jury and Witness Duty

An employee required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the employee:

- (a) Shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances.
- (b) Presents proof of service requiring her attendance.
- (c) Deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses

paid by the employee and received from the authorities for necessary travel, accommodations and meals.

- (d) Will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day.
- (e) Will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) Where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings in accordance with Articles 15 and 16.

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

11.08 Family Medical Leave

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

11.09 Military Leave

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

## 11.10 Effect of Absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave (currently a maximum of eighteen (18) months) or family medical leave (currently a maximum of twenty-eight (28) weeks in a fifty-two (52) week period) or emergency leave (currently a maximum of three (3) unpaid sick leave days for personal illness, three (3) unpaid family responsibility leave days for family member illness or other urgent matters, and two (2) unpaid bereavement leave days per year). It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

For purposes of this provision, it is understood and agreed that any absence under Article 14.01 shall be considered a leave with pay.

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.10 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of



remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average hours over the last twenty-six (26) weeks prior to Leave of Absence.

- (i) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

#### 11.11 Domestic Violence Leave

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

### ARTICLE 12 – PAID HOLIDAYS

- 12.01 (a) A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

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

- (b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement.
- (c) In a Home where float holidays exist, in order to qualify for the float holidays, a newly hired employee must have completed their probationary period to be eligible.
- (d) Accommodations of Spiritual or Cultural Observances

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

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and Employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 12.04.

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

- 12.02 Holiday pay for full-time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at her regular rate of pay.
- 12.03 (a) In order to be eligible for a paid holiday, a full-time employee must have worked her last scheduled shift immediately preceding, and her first scheduled shift immediately following, the holiday; provided an employee shall not lose holiday pay if she is absent on any such days, and such absence is a scheduled day off, is a vacation day, is excused by the Home, or is the result of an illness or injury confirmed by a physician's certificate, if requested, or is on approved leave of absence. Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or unpaid leave of absence over thirty (30) days.
- A full-time employee who is absent as a result of legitimate illness or accident which commenced within a calendar month of the date of the holiday will be eligible for the holiday(s), to a maximum of two (2) holidays in any period of illness.
- Full-time employees who are not required to work on any of the foregoing holidays shall be given the day off with pay.
- (b) An otherwise eligible full-time employee, who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit her holiday pay for the particular holiday unless absent for a bona fide reason.
- 12.04 An employee who is required to work on any of the above named holidays shall be paid at the rate of time and one-half (1½) her regular straight time rate of pay for all hours worked on such holiday. In addition, a full time employee will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily shift.
- 12.05 A shift that begins or ends during the twenty-four (24) hour period on the day of the above holiday, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.
- 12.06 (a) If a paid holiday falls during a full-time employee's vacation, her vacation shall be extended accordingly, unless the employee and the Employer agree to schedule a different day off with pay on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.
- (b) If a paid holiday falls on a full-time employee's regular day off, another day off with pay shall be scheduled on a mutually agreeable day within a period of eight (8) weeks after the holiday, providing the employee qualifies for the holiday pay.

- (c) Failing such mutual agreement in either (a) or (b) above, the full-time employee shall be paid in accordance with Article 12.02. Notwithstanding the foregoing, if the Home is unable to offer any lieu day to the employee, the period of time for scheduling such days will be repeated.

12.07 Paid Holidays – Long Weekends

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

12.08 *The Employer will endeavour to divide paid holidays equitably among the employees unless mutually agreed otherwise.*

**ARTICLE 13 – VACATIONS**

13.01 All employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) Employees who have completed less than one (1) year of full time continuous service (as of the date and methods for determining vacation entitlement in the individual Home *[May 31st]*) shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home *[May 31st]*) shall be entitled to an annual vacation of three (3) weeks at their current rate.
- (c) Employees who have completed three (3) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home *[May 31st]*) shall be entitled to an annual vacation of four (4) weeks at their current rate.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home *[May 31st]*) shall be entitled to an annual vacation of five (5) weeks at their current rate.
- (e) Employees who have completed twenty-three (23) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home *[May 31st]*) shall be entitled to an annual vacation of six (6) weeks at their current rate.

- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service (as of the date and methods for determining vacation entitlement in the individual Home [May 31st]) shall be entitled to an annual vacation of seven (7) weeks' at their current pay.

If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 13.02 below.

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

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

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

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

13.04 Part-time Vacation Pay

If the Employer currently has the computer systems' capability to implement bi-weekly vacation pay, they shall do so by the start of the next vacation year or earlier.

Those Employers with no computer capability will endeavour to implement bi-weekly vacation pay if there is no significant administrative burden, by the start of the next vacation year or earlier. If the Employer does not so implement, it will provide reasons in writing to the Union.

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

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

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

13.07 Vacations – Interruption

- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement and jury and witness duty, the employee shall be entitled to bereavement leave and/or jury and witness duty in accordance with Articles 11.04 and 11.06.
- (e) The portion of the employee's vacation which is deemed to be bereavement and jury and witness duty leave under the above provisions will not be counted against the employee's vacation credits.

13.08 (a) *Employees shall indicate their vacation preference by March 15<sup>th</sup> of each year, and the Employer shall post the final vacation schedule by May 1<sup>st</sup> of each year. Choice of vacation period shall be based on seniority but shall be determined by the Director of Resident Care or designate having due regard to the proper operation of the Home.*

*Vacation requests made after the posting of the vacation schedule shall be determined by the Director of Resident Care or designate having due regard to the proper operation of the Home on a first come first served basis, not on the basis of seniority. The employer will respond to the request within two (2) weeks of such request whenever possible. Such request will not be unreasonably denied.*

*Summer vacation is defined as the period between June 15<sup>th</sup> and September 15<sup>th</sup> of each year.*

- i) *For vacation scheduling purposes only, regular part-time employees will indicate their availability to replace full-time and regular part-time employees at the time of vacation planning as per Article 13.08. The Employer may pre-book regular part-time employees based on their availability. Where no regular part-time employees are available, the Employer may pre-book casual part-time based on their availability.*

- (b) *Prior to leaving on vacation, an employee shall be notified of the date and time on which to report back for work following vacation if the posted work schedule does not cover the employee's vacation period, if the information is known by the employer.*
- (c) *Employees may request pursuant to Article 13.08 (a) to have the weekend off prior to or following their vacation. The employer will endeavour to schedule such request subject to the following:*
  - i) *Where the weekend off is granted and the employee was otherwise scheduled to work on those days, such extra days will be deemed to be vacation days;*
  - ii) *The employee must have such vacation entitlement available; and,*
  - iii) *The weekend off being requested must be contiguous with (i.e. consecutive with) the employee's original vacation.*
- (d) *Requests for vacation shall not be unreasonably and/or arbitrarily withheld.*

13.09 *The vacation year for scheduling purposes shall be June 1<sup>st</sup> to May 31<sup>st</sup>.*

13.10 *Full Time employees may not waive a vacation and draw double pay.*

13.11 *The Employer agrees that employees may take their accumulated vacation entitlement in advance of the June 30th cut-off date provided that the employee has accumulated a minimum of eight (8) months towards her next year's vacation entitlement and provided that her previous year's vacation entitlement has already been taken. Such advancement of vacation shall be subject to the efficient operations of the Nursing Home and provided that such advanced vacation shall not conflict with any other employee's normal vacation period which has already been scheduled.*

*The advance vacation payment shall not exceed the vacation accrued to the pay period immediately preceding the commencement of the employee's vacation. The advance vacation payment shall be deducted from the employee's annual vacation which would be payable following the normal June 30th cut-off date or upon terminating. Any overpayment of advance vacation may be recovered by the Employer.*

- 13.12
- (a) *Vacations are not cumulative from year to year.*
  - (b) *Notwithstanding the above, the Employer may grant a special request from an employee to carryover a maximum of five (5) vacation days into the next year. The employee shall specify in her request to the Employer the purpose for which she is seeking the carryover.*
  - (c) *During the first year of employment, a full time employee with at least six (6) months of service may be granted up to five (5) days' vacation in advance of their entitlement date if requested and at the Employer's discretion.*

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

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

- (a) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the end of the first week of such illness or injury.
- (b) The employee shall apply for E.I. sick leave for weeks 2 through 16 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 2 through 16 of any legitimate illness or injury but shall not be eligible for benefits under (c) below. The employee will endeavour to provide initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 17 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

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

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

- (a) For any absence for which sick pay is claimed, an employee must provide the Employer with a certificate, in the form attached hereto as Schedule "A", signed by the employee and confirming that personal illness or injury has prevented the employee's attendance at work on those days.
- (b) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if:
  - i) The employee has been absent for at least three consecutively scheduled shifts, and the Employer has requested such certificate, or
  - ii) The employee has an established pattern of absenteeism, and the Employer has given the employee written notice that he or she must provide such a certificate.

- (c) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if the Employer requests that the employee provide a certificate from his or her physician (or nurse practitioner or midwife, in the context of the employee's pregnancy) that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on his or her supplying such certificate.
- (d) The Employer reserves the right to require a medical certificate at the Employer's expense in special circumstances, such as:
  - i) When the information provided in the standard form is insufficient to substantiate illness or injury, or
  - ii) When additional information is required to establish that the employee is medically able to return to work with or without accommodation, or
  - iii) Under other circumstances, subject to a reasonable rationale.

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

- 14.03 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 14.01 notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.
- 14.04 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

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

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7½) hours per day, and seventy-five (75) hours in any bi-weekly period.
- 15.02 The normal daily shift shall consist of seven and one-half (7½) consecutive hours, exclusive of a one-half (½) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, at a time designated by the Employer.
- 15.03 Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend



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

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

15.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a seven and one-half (7½) hour shift rather than the actual hours worked.

15.06 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.

15.07 Extended Tours/Hybrid Schedules

The Employer and the Union may agree to implement extended tours or hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds percent (66⅔%) agreement of the full-time and part-time employees who work in the facility/ unit.

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

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

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

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

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

(d) Hours of Work

- i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7½) hours and 11.25 consecutive hours per day.
  - iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 15.02.
  - iv) Scheduling issues will be resolved at the local level.
  - v) Where the Union and the Employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- (e) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.
- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules.
- (h) Overtime premium as set out in Article 16.01 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- For a hybrid schedule, the overtime premium as set out in Article 16.01 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.
- (i) Shift exchanges will be in accordance with Article 15.04.
  - (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

(k) 4 on / 5 off

Where the Union and the Employer agree to implement an extended tour arrangement in accordance with the above provisions, the parties can further agree to specific scheduling language related to a "4 On/5 Off" schedule that will be negotiated locally by the Home and the Union subject to the following principles:

- i) There shall be an initial trial period as negotiated by the local parties prior to the implementation of a permanent schedule.
- ii) All "4 on/5 off" schedules will be done on the basis that each full-time employee will be scheduled for 1,950 hours per calendar year, unless Articles 2.02 (a) or 15.08 applies.
- iii) All other scheduling issues (e.g. scheduling of paid holidays, weekends off, Christmas time off, etc.) shall be negotiated by the local parties.

15.08 Individual Special Circumstance Arrangements

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

- (a) Such an arrangement shall be established by mutual agreement of the Home and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position. The parties will agree to the scheduling provisions that will apply to the employee including that no additional shifts will be scheduled for employees working Individual Special Circumstances Arrangements.
- (b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Home and the Union. The employee will retain full-time status, including but not limited to seniority and service.
- (c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- (d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

15.09 Innovative Scheduling

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

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

#### 15.10 Four on, Two off Schedule

In an effort to maximize full-time employment opportunities, the local parties may agree to a "four on, two off" innovative schedule, subject to the following principles:

- (a) The introduction of such schedules and trial periods, if any, shall be determined by the local parties.  
  
Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.  
  
Once the trial period is complete, each Home must have a minimum of 66 $\frac{2}{3}$ % agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.
- (b) The implementation of such schedules shall be established only by mutual agreement of the Employer and the Union.
- (c) Notwithstanding the definition for full-time employee under Article 2.02, employees who participate in this schedule will normally be scheduled for thirty-five (35) hours per week on average and will be considered a full-time employee for all purposes of the collective agreement.
- (d) i) Notwithstanding Article 16.01, for the purposes of bi-weekly overtime, the normal weekly full-time hours shall remain at seventy-five (75) hours per bi-weekly average over a six (6) week period. In each bi-weekly pay period the employee will be paid for all hours worked. At the end of the six (6) week period, entitlement for bi-weekly overtime will be calculated and paid.

- ii) Notwithstanding Article 16.01, for the purposes of daily overtime, the normal daily hours shall remain at seven and a half (7.5) hours per day. In each bi-weekly pay period the employee will be paid for all hours worked including daily overtime, if any.
- (e) For the purposes of vacation entitlement, the current collective agreement provisions shall apply using thirty-five (35) hours per week.
- (f) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (g) The Four on, Two off schedule, may be discontinued by either party upon receipt of twelve (12) weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the discontinuation.

The Four on, Two off schedule, may be discontinued by the Union in any facility/unit when sixty percent (60%) of the employees in the facility/unit so indicate by secret ballot to the Union.

#### 15.11 Job Sharing / Time Sharing

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

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

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

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

- (d) The employees involved in job share/ time sharing are entitled to all the regular part-time provisions except those which are modified as follows:
  - i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
  - ii) Each job/time sharer may exchange shifts with her or his partner as well as other employees as provided by the Collective Agreement.

Employees who are currently in a job/time sharing arrangement and are full-time will retain that status and be covered by the full-time provisions of the collective agreement. For clarity, this grandparent's employees in time sharing arrangements, not positions. When individuals leave these positions, the vacant position will be posted under (f) and (g) below.

(e) Absences and Leaves

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

(f) Implementation

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

(g) Discontinuation

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

The shared position would then revert to a full-time position and be posted according to the Collective Agreement. Should the Employer or

the Union discontinue job/time sharing, the employees currently working those arrangements will revert to their former status.

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

#### 15.12 Weekend Worker

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

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

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

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

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

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

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

- (a) Weekend and shift premiums shall not be paid.

(b) Vacation Bank

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

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

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

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

(c) Paid Holiday Bank

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

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

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

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

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

(d) Sick Leave

The employee is eligible for long term disability benefits if provided for in the Collective Agreement. An employee will not receive pay for the first two (2) weeks of any period of absence due to a legitimate illness. The employee may utilize the paid holiday bank as income replacement for absences due to illness, as described in Article (c) above. An employee who is eligible may apply for Employment Insurance for weeks three (3) through seventeen (17) for any absence due to a legitimate illness. The Home will provide the employee with Disability Income Protection as per Article 14.01 (c) for weeks eighteen (18) through thirty (30) for any absence due to a legitimate illness.

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



(e) Leaves of Absence

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

(f) Tour Exchange

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

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

(g) Overtime

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

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

Payment for overtime is as in Article 16.01.

(h) Scheduling Provisions

The scheduling and premium provisions relating to consecutive weekends off in Article 16 do not apply to employees who accept positions under this provision.

(i) Christmas Period

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

## (j) When a part-time employee works on a weekend normally worked by a weekend worker, all of the provisions of the Collective Agreement except 15.12 will apply.

15.13 Self Scheduling

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

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

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

- 15.14 (a) *There will be an interval of not less than fifteen and one-half (15 ½) hours off between scheduled shifts unless the employee specifically requests otherwise, provided that this would not apply to extended tours or daylight savings changeover.*
- (b) *Full-time employees will not be scheduled to rotate over more than two different shifts during a week.*
- 15.15 (a) *Employees may be required to rotate over three (3) shifts as necessary. An employee requesting specific shifts on a permanent basis may be granted such request when possible.*
- (b) *Employees as of the date of ratification, on permanent shifts, will not be rotated without their consent except for the purposes of instructions, emergencies or when regular employees on other shifts are not available.*
- 15.16 *Requests for specific days off shall be submitted in writing to the Director of Resident Care two (2) weeks prior to the posting of the schedule. Approval for such requests will be at the discretion of the Director of Resident Care and will not be unreasonably denied”.*
- 15.17 *The shift commencing at or about midnight, shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commenced.*
- 15.18 *Work schedules to be posted four (4) weeks in advance to cover a six (6) week period.*
- 15.19 *During each bi-weekly pay period there shall be four (4) days off of which two (2) shall be scheduled as consecutive days off. The Employer will endeavour to provide schedules of not more than five (5) consecutive days. In any event, schedules will not provide for more than seven (7) consecutive days.*
- 15.20 *Where overtime shifts become available, such shifts shall be offered first to full-time employees on the basis of seniority, then regular part-time employees on the basis of seniority and then to casual part-time employees on the basis of seniority.*

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

- 16.01 Overtime shall be paid for all paid hours over seven and one-half (7½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.

- 16.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours in excess of her normal seven and one-half (7½) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.03 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.
- 16.04 Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 16.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given to the employee personally, the employee will be paid four (4) hours' straight time wages or six (6) hours' straight time wages if an extended tour. It is understood that call-ins or call-backs are not covered by this provision.
- 16.06 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).
- 16.07 Shift and Weekend Premium
- (a) Effective July 1, 2019, an employee shall be paid a shift premium of ninety cents (\$0.90) per hour for each hour worked between the hours of *evening and night shifts* - not to exceed a 16 hour time period.
  - (b) Effective July 1, 2020, an employee shall be paid a shift premium of ninety-five (\$0.95) per hour for each hour worked between the hours of *evening and nights shifts* – not to exceed a 16 hour time period.
  - (c) Effective July 1, 2019, an employee shall be paid a weekend premium of one dollar and five cents (\$1.05) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.
  - (d) Effective July 1, 2020, an employee shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

16.08 Standby and Call In

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 16.08 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 16.08 (b).

- 16.09
- (a) If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the collective agreement (if any), she will receive premium payment of time and one-half (1½) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.
  - (b) Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.

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

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

- 16.11 Overtime premium will not be duplicated for the same hours worked under Article 15 nor shall any shift or weekend premium or responsibility allowance be

included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the employee qualifies for two or more of the following payments: time and one half, shift premium, weekend premium [subject to the limitation in 16.07 (b)] and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.

- 16.12 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate (i.e. 1.5 hours off for each hour of premium overtime worked). Employees may accumulate and bank up to a maximum of two (2) lieu days at any time. Accumulated lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6<sup>th</sup> and November 30<sup>th</sup> of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least two weeks in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.
- 16.13 *A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty commencing at the conclusion of the employee's scheduled shift on the Friday immediately preceding. Where the employee is not scheduled to work on Friday, the fifty-six (56) hours will begin at the conclusion of the first Friday shift.*
- 16.14 *Except where an employee requests weekend work or where nurses request an exchange of shifts, the Employer shall schedule the work of employees so that each employee shall have one weekend off every second week.*
- 16.15 *The Employer will schedule each employee five (5) consecutive days off at either Christmas or New Year's on an alternating basis from year to year*
- In the event that nurses can be granted both Christmas and New Year's Day off the most senior nurse, on a rotating basis, who has requested these days off shall be given the opportunity to take both off.*
- For those employees who have been granted time off at Christmas, the Employer will endeavour to provide Christmas Eve, Christmas Day and Boxing Day off. For those employees who have been granted time off at New Year's, the Employer will endeavour to provide New Year's Eve and New Year's Day off.*
- In the event of conflict, bargaining unit seniority shall be the decisive factor. Written requests for this time off must be received by the Director of Resident Care by November 1st. Christmas and New Year's time off shall be posted by November 15th.*
- Regular scheduling may be waived from the 15th of December to the 15th of January in order to accommodate the employees during this period.*
- At the request of the employee, the five (5) consecutive days off may be scheduled during the period of December 15th to January 15th to facilitate their cultural differences replacing the days off noted above.*
- 16.16 *Where there is a violation of the scheduling provisions (if any) pertaining to consecutive days of work or time off between shifts, the Employer will pay the*

*employee premium pay of one and one-half times her regular straight time hourly rate for all hours worked for the following tour of duty subject to Article 16.02.*

## **ARTICLE 17 – BENEFITS**

17.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

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

In addition to the standard benefits, coverage will include hearing aids in the amount of \$300/life time; and vision care in the amount of \$300 every 24 months, with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

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

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath
- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist
- Ophthalmologist or Optometrist

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

Out-of-country benefits for all homes.

It is also understood that coverage will include dependant children up to and including age 21.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for a minimum of twice annual (2x) salary.
- (d) The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on a one (1) year ODA fee schedule lag providing the balance of the monthly premiums are paid by the employees through payroll deductions. The Dental plan shall provide for Fluoride treatments only for persons under the age of 18 years and dental recall on a nine (9) month basis for persons 18 years and older.

It is also understood that coverage will include dependant children up to and including age 21.

- 17.02
- (a) Notwithstanding Articles 14 and 17, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:
    - 14.01 (a)
    - 17.01 (b) EHC
    - 17.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary
    - 17.01 (d) Dental
  - (b) In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Appendix "A" for all items now included in the payment.

17.03 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single

arbitrator to be selected alternately from the list of arbitrators hereinafter provided.

- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be Randi Abramsky and George Surdykowski.

If additional arbitrators are necessary, Norm Jesin shall remain seized to appoint these, if the parties are unable to agree.

- (g) The arbitrator shall render a decision with ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Norm Jesin, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

17.04

The Employer may substitute another carrier for any of the foregoing plans (other than O.H.I.P.) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.



- 17.05 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer towards the premium coverage under the insurance plans set out above subject to their respective terms and conditions including any enrolment requirements. Should any plan have a longer service qualifier it shall be removed as soon as the plan is up for modification or renewal.
- 17.06 In the event of a layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employee are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

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

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

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

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

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

- (a) The straight time component of hours worked on a holiday.
- (b) Holiday pay, for the hours not worked.
- (c) Vacation pay.
- (d) Paid Union leaves.

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

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

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

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

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

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

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

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

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

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

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

(a) To be Provided Once Only at Plan Commencement

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

(b) To be Provided with Each Remittance

- i) Name,
- ii) Social Insurance Number,
- iii) Monthly Remittance,
- iv) Pensionable Earnings,
- v) Year to Date Contributions,

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

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

- 18.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.
- 18.07 Where legislation or the Plan prohibits an employee from contributing to a pension plan because of age, an amount equivalent to the deductions in Article 18.02 will be paid to the employee on their regular pay.

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

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

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

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

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

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

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

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

- (b) i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "B". During the term of this Agreement, the central parties shall meet as necessary to review and amend by agreement the list of Chairs of Independent Assessment Committees.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit

stipulated, the panel member next scheduled to sit will be appointed by the parties.

- ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
- (c) i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

- 19.02
- (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. The parties agree that discipline of all bargaining unit and non-bargaining unit employees of the Home is the responsibility of management. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 22.06.
  - (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her practice.

19.03 CMI/RAI MDS Report

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

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

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

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

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

- 20.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.
- 20.02 A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.
- 20.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of employees in the Home.
  - (b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
  - (c) She shall be an additional employee to the usual staffing pattern.
  - (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
  - (e) The employee may request up to three (3) additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Director of Care the development of the orientation learning plan. This request will not be unreasonably denied.
  - (f) Notwithstanding the above, orientation/familiarization when an employee is transferred to a new unit/shift will be provided as required.
  - (g) The Employer may, at its discretion, provide orientation in other circumstances.
- 20.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home.
- Programmes will be publicized and related material will be made readily accessible to staff in a timely manner.
- Any problems in accessing this information will be reported to the Union-Management Committee for resolution.
- 20.05
- (a) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.
  - (b) When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside

her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the employee's option, she shall receive equivalent time off.

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

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

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

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

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

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

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

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

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

20.10 Liability Insurance

Should an employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof

of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

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

## **ARTICLE 21 – MISCELLANEOUS**

21.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement, including the printing of the French Translation, shall be equally shared between the Union and the Employer. The cost of the French translation for the template will be shared equally by the Union and the Participating Homes, to a maximum of five hundred dollars (\$500) each. The parties agree that the English version of the template is the official version.

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

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

### 21.04 Influenza Vaccine

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

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

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

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



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

- 21.05 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will endeavour to discuss the changes with the Union and will provide copies to the Union, upon request.
- 21.06 Criminal reference checks for employees that may be required by the Employer pursuant to provincial legislation will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.
- 21.07 The Employer will provide to each employee, upon request, upon termination of employment a letter detailing her or his employment dates, length of service and experience.
- 21.08 Errors on Paycheques
- In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.
- 21.09 Where the Employer provides electronic paystubs and/or T-4 slips, the Employer will provide accessibility to a computer and printer, or a hard copy.
- 21.10 *The Employer shall provide to the Union individual bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union.*
- 21.11 *Upon termination, an employee will be paid her final pay and her vacation pay on the regular pay day.*
- 21.12 *Employees recalled from layoff under Article 9.11, return from a leave of absence of one (1) month or more, and employees who are transferred on a permanent basis may be provided any orientation determined necessary by the Employer. A request by such employee for orientation shall not be unreasonably denied.*

## **ARTICLE 22 – COMPENSATION**

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

## 22.02 Retroactivity

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

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Home will contact former employees at their last known address on record with the home, with a copy to the bargaining unit, within 30 days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

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

## 22.03 Recognition of Previous Experience

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

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

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

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

NOTE: This provision shall apply to all current employees at July 1, 2009 with the understanding that there is no retroactivity.

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

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

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

22.06 Responsibility Pay

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

Effective July 1, 2019, where a Home changes its schedule to 12 hour tours, this rate will be converted to fifteen dollars (\$15.00) per shift (Refer to Articles 15.07, 15.09 & 15.12).

(b) The Employer shall, when no supervisor is on duty, designate one employee when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive nine dollars (\$9.00) per shift in addition to her regular rate of pay.

Effective July 1, 2019, where a Home changes its schedule to 12 hour tours, this rate will be converted to thirteen dollars and fifty cents (\$13.50) per shift (Refer to Articles 15.07, 15.09 & 15.12).

Effective July 1, 2020, the Employer shall, when no supervisor is on duty, designate one employee when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive ten dollars (\$10.00) per shift in addition to her regular rate of pay.

Effective July 1, 2020, where a Home changes its schedule to 12 hour tours, this rate will be converted to fifteen dollars (\$15.00) per shift (Refer to Articles 15.07, 15.09 & 15.12).

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

22.08 Temporary Class Certificate of Registration Rate

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

**ARTICLE 23 – DURATION**

23.01 This Agreement shall continue in effect until June 30, 2021 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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

DATED AT Toronto, ONTARIO, THIS 13<sup>th</sup> DAY OF November, 2019.

**FOR THE EMPLOYER:**

Francis Martis \_\_\_\_\_

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**FOR THE UNION:**

Todd Davis \_\_\_\_\_  
Labour Relations Officer

Aida Abello \_\_\_\_\_

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

<b>Step</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>
Start	<b>\$30.14</b>	<b>\$30.59</b>
1 Year	<b>\$31.43</b>	<b>\$31.91</b>
2 Years	<b>\$32.46</b>	<b>\$32.95</b>
3 Years	<b>\$34.20</b>	<b>\$34.71</b>
4 Years	<b>\$35.58</b>	<b>\$36.11</b>
5 Years	<b>\$37.28</b>	<b>\$37.84</b>
6 Years	<b>\$38.92</b>	<b>\$39.50</b>
7 Years	<b>\$42.22</b>	<b>\$42.86</b>
8 Years	<b>\$45.62</b>	<b>\$46.31</b>

<b>Step</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>
Start	<b>\$32.70</b>	<b>\$33.19</b>
1 Year	<b>\$34.10</b>	<b>\$34.62</b>
2 Years	<b>\$35.22</b>	<b>\$35.75</b>
3 Years	<b>\$37.11</b>	<b>\$37.66</b>
4 Years	<b>\$38.60</b>	<b>\$39.18</b>
5 Years	<b>\$40.45</b>	<b>\$41.06</b>
6 Years	<b>\$42.23</b>	<b>\$42.86</b>
7 Years	<b>\$45.81</b>	<b>\$46.50</b>
8 Years	<b>\$49.50</b>	<b>\$50.25</b>

**Percentage in Lieu**

The eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 12 (except 12.04), 14, and 17.

**APPENDIX “B” – INDEPENDENT ASSESSMENT COMMITTEE CHAIRPERSONS**

**Note:** The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available. If the parties are unable to reach agreement on the revised list, Arbitrator Wilson will remain seized to resolve the dispute.

**LETTER OF UNDERSTANDING**

BETWEEN:

**TENDERCARE LIVING CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: New Certifications**

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If a participating Employer is newly certified by ONA at one of its owned nursing homes for its registered nurses, the existing standard non-monetary provisions in the central ONA/RN agreements will automatically apply to the nurses effective nine (9) months after the Employer receives notice to bargain from the Union or a Memorandum of Agreement or Interest Arbitration Award is received, whichever is earlier.

These provisions include:

- Article 1
- Article 2.03
- Articles 2.05, 2.07-2.12
- Articles 3-8
- Articles 9.01(d) only, 9.03-9.13, 9.15, 9.16, 9.17
- Article 10
- Article 11 [except 11.05 (d) and (h)]
- Article 12 holidays – long weekends (12.07)
- Article 14.03
- Article 17.05, 17.06
- Article 19.02, 19.03
- Article 20, 21
- Article 23 [except 23.01]



**LETTER OF UNDERSTANDING**

BETWEEN:

**TENDERCARE LIVING CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Central Negotiating Team**

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This letter is applicable only in circumstances where the Employer is a participant in central negotiations.

Central Negotiating Team

In the event that the parties agree to participate in central bargaining between the Ontario Nurses' Association and the Participating Homes, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending negotiations and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including Mediation/Arbitration. The parties, however, agree that these days are not to be counted against the number of ONA Local Union leave days provided in Article 11.02 (a). Notice will be given to the Employer as far in advance as possible.

**LETTER OF UNDERSTANDING**

BETWEEN:

**TENDERCARE LIVING CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Transfers between Homes within Chain**

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The Employer agrees that employees may be permitted to transfer at the Employer's discretion from one nursing home to another for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the Home to which they would like to transfer, prior to leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be able to commence work.
- (b) An applicant, who is permitted to transfer at the Employer's discretion from one nursing home to another as a result of this transfer procedure, will retain the service that she/he had previously accrued for purposes of placement on the wage schedule, level of vacation entitlement provided, and any other compensation conditions of employment according to the position to which employee transfers at the new home. For purposes of transfer, promotion, layoffs and reductions in staff, however, an employee so transferring will only be able to exercise home seniority.
- (c) This provision applies only to homes within the same Employer.

## LETTER OF UNDERSTANDING

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**TENDERCARE LIVING CENTRE**  
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(Hereinafter referred to as the "Union")

**Re: Pilot Project – One Employer Two Homes Employment Opportunities**

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Where the local parties enter into these agreements, the agreement shall include the following principles:

WHEREAS, the parties wish to ensure the maintenance of the highest standard of resident care and service efficiency as possible;

AND WHEREAS, the parties wish to provide interested staff with the opportunity to work an innovative schedule and to create full-time positions;

THEREFORE, the parties agree to one Employer two homes employment opportunities as follows:

1. The Employer will identify with ONA the vacancies that exist at both homes. ONA will ensure that both bargaining units are in agreement to pilot such a position(s). Both bargaining units will be included in the establishment of the pilot project. If the bargaining units are not in agreement with the pilot project, the project will not proceed.
2. The Employer will ensure all positions have been previously posted and unfilled with a home in accordance with the collective agreement.
3. Once this is completed the Employer will consult with ONA.
4. The two-home vacancies will be filled in accordance with Article 9 of the collective agreement. However, the vacancies will be posted simultaneously at both homes and all applicants will be treated in accordance with Article 9 of the ONA Collective Agreement. Where seniority is the deciding factor the most senior candidate will be selected regardless of which home her/his seniority was accumulated, and subject to #5 and #6 below.
5. Any disputes arising from the job posting process in #4 above will be filed with the designated home only. The collective agreement of the designated home will be the applicable collective agreement.
6. Service and seniority will be recognized for all purposes provided for the respective collective agreements and the following principles will apply:

- (a) For purposes of seniority and service, transferring employees will be treated as though they have always been employed in the designated Employer.
- (b) An employee who transfers from one home to the other will transfer all service and seniority as accrued at the time of the employee's transfer to the designated Employer.
- (c) Employees who are working simultaneously at both Employers prior to the job posting shall receive credit for seniority held at only one of the two Employers. The employee will receive credit for the higher of the two seniorities.

7. The following terms of employment will be administered as follows:

(a) Wages

A transferring employee will be paid in accordance with the collective agreement of the designated Employer.

(b) Insured Benefits

A transferring employee will be covered by the benefit plans at the designated Employer. There will be no break in coverage and/or no waiting period prior to being able to receive benefits so long as the waiting period has already been served, subject to the requirements of the carrier.

(c) Vacation Entitlement

- i) A transferring employee will accrue vacation in accordance with the collective agreement of the designated Employer.
- ii) A transferring employee will have pre-approved vacation requests honoured.
- iii) Vacation entitlement not used by the employee at the time of transfer shall transfer with the employee to the designated Employer, if applicable.
- iv) Vacation scheduling will be in accordance with the applicable collective agreement and the practice of the designated Employer.

(d) Disability Income Protection Plan

- i) The Disability Income Protection Plan of the designated Employer will be in accordance with the collective agreement.
- ii) There will be no break in coverage and/or waiting period prior to being able to receive the Disability Income Protection Plan so long as the waiting period has already been served.
- iii) Reporting of Sick Leave – The employee will call in sick or returning in accordance with Article 14.05 to the designated Employer for purposes of payment. For purposes of notification of absence, the employee will notify the appropriate home in accordance with Article 14.05 of their absence that shift.

(e) Pension

The pension plan of the designated Employer will be the operative plan.

(f) Orientation and Training

A transferring employee will be orientated separately to both or their new home in accordance with Article 20 the collective agreement of the designated Employer.

(g) Scheduling

i) The designated Employer will provide the employee with their schedule of shifts in accordance with the collective agreement for both homes. [*Insert the split/sharing of shift numbers here*] Similarly, the employee will submit all requests for time off including vacation to the designated Employer in accordance with the collective agreement.

ii) Posted schedules will include home identification. An employee will only be scheduled in one home per shift.

iii) Overtime payment and other premiums will be in accordance with the collective agreement of the designated Employer.

iv) Weekends off, consecutive work days and all other scheduling provisions will be in accordance with the collective agreement at the designated Employer.

(h) Policies and Procedures

i) The policies and procedures of the designated Employer apply to the employee while working at both sites.

ii) Only the designated Employer shall have exclusive authority over the employee in regard to discipline, reporting to the College of Nurses of Ontario and/or investigations of family/resident complaints.

iii) The designated Employer will ensure that the employee is covered by WSIB at all times, regardless of worksite, while in the employ of either home.

iv) The designated Employer will ensure that the employee is covered by liability insurance at all times, regardless of worksite, while in the employ of either home.

v) The designated Employer shall have exclusive authority over the employee's personnel files and health records. These files will be maintained on the site of the designated Employer.

(i) Job Postings

The employee may apply for a job posting at either home based on their seniority at the designated Employer. The vacancy will be filled in accordance with Article 9 of the collective agreement. Where seniority is the deciding factor the most senior candidate will be selected regardless of which home her/his seniority was accumulated.

8. The ONA bargaining unit at the designated Employer will be the bargaining agent for an employee covered by this agreement. As such, the collective agreement of the designated Employer will also apply.
9. The parties agree that this agreement does not constitute a violation of the ONA collective agreement at either home.
10. The Employer may discontinue this pilot project by providing ninety (90) calendar days' notice to the Union. 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. The affected employee will be treated in accordance with the layoff procedure in accordance with the collective agreement.
11. ONA and the Employer will assess whether or not to continue with this pilot project at the end of one year. The pilot project can be renewed annually for a one year period or terminated in accordance with #10 above.
12. This agreement is made on a without prejudice or precedent basis.

**LETTER OF UNDERSTANDING**

BETWEEN:

**TENDERCARE LIVING CENTRE**  
(Hereinafter referred to as the "Employer")

AND:

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

**Re: Secondments**

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

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

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

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(Hereinafter referred to as the "Union")

**Re: Supernumerary Positions**

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

1. The Employer may hire full-time supernumerary nurses, up to the maximum funding available as per the Ministry guidelines. The duration of such supernumerary appointments will be defined by the Nursing Graduate Guarantee rules and regulations.
2. Newly graduated nurses are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as nurses who have graduated from a nursing program within the last year.
3. Supernumerary positions are defined as those positions offered to newly graduated nurses that are over and above the minimum staffing complement. Furthermore, supernumerary nurses will not be utilized to fill/backfill permanent and temporary vacancies.
4. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurse will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the Employer's initial request to meet.
5. All nurses hired under the new graduate initiative will be full-time and covered by all terms and conditions of the collective agreement. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.
6. Such supernumerary nurses can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.
7. Where supernumerary nurses successfully post into positions (pursuant to # 6 above) there is the potential that Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The Employer and the Union will meet to determine the distribution of the reinvestment initiative funding.
8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary nurse be laid off first.



9. Notwithstanding paragraph 5 above, if the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a layoff.
10. Any issues related to the new graduate initiatives may be discussed at the Union-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
13. Where there is a dispute or timeliness issue, either party may raise the concern with the spokespersons for the central teams.

**LETTER OF UNDERSTANDING**

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

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

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

9. The Home bears the onus of demonstrating that such positions are supernumerary.
10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Home or the Union may require that the supernumerary nurse shall be first laid off.

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**Re: Grievance Commissioner System**

---

This is to confirm the discussion of the parties during collective bargaining that they are committed to encouraging early discussion and resolution of labour relations issues at the local level and seek to resolve grievances in a timely and cost efficient manner.

To that end, this is to confirm that pursuant to Article 8, the parties agree that the Employer and Union at individual nursing homes may agree to utilize the following process in order to resolve a particular grievance through the utilization of a joint mediation-arbitration procedure:

1. The Employer and Union may mutually agree in writing to invoke the Grievance Commissioner process outlined in this letter rather than proceed to arbitration as set out in Article 8.12 of this collective agreement for an individual, group or policy/Union grievance.
2. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided herein.
3. The Grievance Commissioner shall be mutually agreed upon by the Employer and Union.
4. The Employer and Union agree to make best efforts to ensure that the Commissioner mediation-arbitration dates are set so that this process is initiated in a much more accelerated rate than the normal arbitration process. To that end the parties agree to meet centrally to discuss the possibility of a central Grievance Commissioner roster and pre-scheduled dates that can be mutually shared throughout the year.
5. The location of any such hearing shall be agreed upon by the local parties.
6. The parties shall provide the Grievance Commissioner with a Statement of Facts Agreed and Not Agreed. In addition they shall provide the Grievance Commissioner and each other with brief written representations on which they intend to rely provided that such are emailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner. This information will include the grievance and the Employer's response.
7. The purpose of the hearing is to clarify issues and/or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the

Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

8. The parties acknowledge that this is an expedited form of a med-arb process whereby the Grievance Commissioner, based on the evidence and representations provided by the parties during the med-arb session, will decide the grievance. The parties agree that no witnesses will be called throughout this process, except as required by the Grievance Commissioner. The Grievance Commissioner must render his/her written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing.
9. If it becomes clear at any point during the process that due to exceptional circumstances the grievance is too complex for the Grievance Commissioner Process, the parties may jointly agree to revert to traditional arbitration pursuant to Article 8 of the collective agreement.
10. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.
11. Notwithstanding anything contained herein, the decision of the Grievance Commissioner shall be in accordance with Article 8.16.
12. The Union and Employer shall each be responsible for one-half ( $\frac{1}{2}$ ) of the expenses (including any off-site location of the hearing) and fees payable to the Grievance Commissioner.
13. The parties agree that the Grievance Commissioner can serve as a mediator/ arbitrator for more than one grievance on a single day.

The parties agree that nothing in this letter prevents the parties at a nursing home from mutually agreeing to mediation for any other grievances pursuant to Article 8.19.

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**Re: Central Committee on Violence in the Workplace**

---

The Central parties agree to create a Central Committee to review and develop best practice recommendations related to Violence in the Workplace. The Committee will take into consideration recent provincial reports related to violence in the workplace issues. The best practice recommendations will be distributed to the Joint Health and Safety Committees at each individual home to be recommended for implementation. The best practice recommendations will include but will not be limited to;

Review/modify: the processes, procedures, measures and follow through on;

- a. Risk Assessment,
- b. Risk Controls,
- c. Workplace Violence Investigations,
- d. Protection of Employees,
- e. Training and Education,
- f. Identification of residents with a history of responsive behaviours,
- g. Reporting procedures.

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**Re: Joint Advocacy**

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The Central parties agree to create a Central Committee to develop strategies for advocating to Government to increase and establish appropriate resources including RNs, to address the care needs for residents with aggressive and/or violent behaviours in Long Term Care Homes. The Committee will first meet in the final quarter of 2014 and then at least quarterly.

Strategies may include the following:

1. Maximizing the use of existing funding intended for the care of residents with responsive behaviours to enable staff, including RNs, to assess, develop and implement plans of care and manage potentially violent situations.
2. Exploring opportunities to expand the BSO program (i.e. through the review, assessment and adoption of the program's best practices in a consistent manner across all LHINs, with an emphasis on increasing education and the hours of direct resident care, including RNs, in the homes).
3. Addressing the deficiencies and gaps of the CMI methodology and the underlying RUGs groupers/weights resource allocations to residents with responsive and/or aggressive behaviours.

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**Re: Professional Responsibility**

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

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

The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner. The parties acknowledge that in most cases they will be able to find a resolution to these concerns. In exceptional circumstances, where concerns are not resolved, either party may proceed to an IAC hearing as they are entitled to under Article 19.01 of the Collective Agreement.



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(Hereinafter referred to as the "Union")

**Re: Pilot Homes to Trial/LOU some of the following innovative practices**

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Where the local parties enter into these agreements, the agreement may include one or more of the following principles:

- a. Change existing length of posted schedule to 12 weeks or longer
- b. Pre-booking time off every quarter to allow for a position to fill those vacancies (vacation, lieu time, holidays)
- c. Mix of 12 hour and 8 hour shift on a schedule (Article 15.07)
- d. Pre-booking of requested\* vacation and lieu (paid holidays and OT) time
- e. As a trial for more FT workers within the current RN staffing mix and complement – allow for a fixed term (temporary) FT position to encourage more use of FT (such trial will be no longer than 6 months)
- f. Consider trialling more than one vacation selection period in a year

\*Employees undertake to make vacation requests for all vacation within the timeframes as set out in the collective agreement save for one week or two weeks.

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

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

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

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

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

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

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

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

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

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

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

**PHYSICIAN/ NURSE PRACTITIONER/MIDWIFE\***

\*(in the context of the employee’s pregnancy)

**INFORMATION:**

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

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

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

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

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

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

**PROGNOSIS:**

\_\_\_\_\_

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

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

**RETURN TO WORK**

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

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

\_\_\_\_\_

\_\_\_\_\_

Physician’s/Nurse Practitioner’s/Midwife’s signature: \_\_\_\_\_

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