

**COLLECTIVE AGREEMENT**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(Hereinafter referred to as the "Employer")

And:

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

FULL-TIME AND PART-TIME

**Expiry Date: March 31, 2023**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It will provide an ongoing means of communication between the Association and the Employer. This Agreement also provides a means for the prompt settlement of Grievances and for the final settlement of disputes. Wages, hours of work and other working conditions will be established through the provisions of the Collective Bargaining process.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Association as the sole Collective Bargaining Agent for all Full-time and part-time Nurses and Nurses with a temporary certificate employed in a nursing capacity at Pioneer Manor Long Term Care Facility, City of Greater Sudbury, save and except Manager of Resident Care, Program Co-ordinators, Resident Assessment Instrument Co-ordinator and persons above the rank of Program Co-ordinator.

Note: As of April 1, 2020, the Program Co-ordinator will be referenced as the Resident Care Co-ordinator.

- 2.02 In order to protect the standard of nursing care, the Employer agrees that no one outside the above mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit, except for:
- (a) the purpose of instruction or experimentation; or
  - (b) in the event of an emergency; or
  - (c) work normally performed by nurses outside the bargaining unit.
  - (d) circumstances as provided in the Letter of Understanding on this subject, which is attached to and forms part of this Agreement.

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

- 2.04 Full-time: is a nurse who is regularly scheduled to work the normal full-time hours referred to in Article 13.

Part-time: is a nurse who regularly works less than the normal full-time hours referred to in Article 13 and who makes a commitment to be available to work four (4) shifts in a two (2) week pay period, two (2) of which shall be on a weekend, in accordance with 13.02.

Casual: A casual part-time nurse means a nurse 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 nurse has the option of refusing work when it is made available to

her/him. A casual part-time nurse will be governed by the provisions of the *Employment Standards Act*.

Where a casual part-time nurse, who is not on an approved leave, has been unavailable for work for a period of six months she/he will be deemed to have resigned from her/his position provided that:

- (a) the Employer has notified her/him in writing that she/he is required to be available for work within the next thirty (30) days, and that;
- (b) the nurse has failed to respond within the thirty (30) days or has responded that she/he will not be available to work.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Except where specifically abridged by the terms of this Agreement, the management of the City of Greater Sudbury's operations and the selection and direction of the work force of nurses will continue to be vested exclusively with the Employer.
- 3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement.
- 3:03 The Employer maintains the right to make and alter from time to time rules and regulations to be observed by Nurses. Prior to rules or regulations being instituted or altered, the Employer will endeavour to discuss the changes with the Union and will provide copies of policies to the Union where applicable, upon request. It is understood that rules and regulations shall not be contrary to this Agreement.

### **ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT**

- 4.01 The Employer and the Union recognize the right of every nurse to work in an environment free from harassment and discrimination on the basis of the prohibited grounds in the *Ontario Human Rights Code*. Further, the Employer is committed to providing a safe and healthy workplace: free from actual, attempted or threatened violence (including domestic violence) or harassment per the *Ontario Occupational Health and Safety Act*.

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

Discrimination is unequal treatment based upon any of the Prohibited Grounds in the *Ontario Human Rights Code*.

Harassment is any course of vexatious comment or conduct on any of the Prohibited Grounds that is known or ought reasonably to be known to be unwelcome.

Workplace harassment is a course of vexatious comment or conduct against a Worker in the workplace that is known or ought reasonably to be known to be unwelcome. Bullying is one form of Workplace Harassment.

Any claims of Discrimination or Harassment on any of the Prohibited Grounds or claims of Workplace Violence or Workplace Harassment may be referred under the Workplace Violence, Harassment and Discrimination Prevention Policy.

It is agreed that the Employer will notify the Union if a Nurse is either a complainant or a respondent in a claim or report under this Article prior to commencing an investigation into the claim or report.

The Parties are committed to cooperate to organize training events for Nurses aimed at educating Nurses on the definitions above and the contents of the Workplace Violence, Harassment and Discrimination Prevention Policy. It is important that all Nurses and Management Staff are made aware of what constitutes discrimination, harassment and violence and of the procedures and resources in place for dealing with allegations. Time spent at the training event will be time worked.

- 4.02 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.

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

- 5.01 In view of the orderly procedures established herein for the disposition of the nurse's complaints and grievances, the Employer agrees that it will not cause or direct any lockout of its nurses for the duration of this Agreement.
- 5.02 The Association agrees that there will be no strikes or collective action that will stop or interfere with the functioning of the Home for the duration of this Agreement.

#### **ARTICLE 6 - ASSOCIATION SECURITY**

- 6.01 It is agreed and understood by the parties hereto that there shall be a compulsory check-off of Association dues from all nurses who come within the scope of this Agreement. The Association shall indemnify and save the Employer harmless with regard to all dues so deducted and remitted.
- 6.02 The Employer agrees to deduct dues from the earnings of each nurse in the amount certified by the Association.

- 6.03 The Employer agrees to deduct the amount of dues each month from the first payroll period of each month and remit the amount of dues so deducted to the Association no later than the last day of the month in which the dues are deducted.
- 6.04 The dues so deducted shall be remitted electronically on a monthly basis to the Vice-President, Local Finance of the Association. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers.
- 6.05 The Employer will advise the Local Union President of all scheduled Employee Orientation Sessions and will allow for time on the agenda for the Local Union President to attend to meet with newly hired nurses. The Employer will send an appointment electronically to the Local Union President, as well.

## **ARTICLE 7 - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES**

- 7.01 The Employer acknowledges the right of the Association to appoint or otherwise select a Negotiations Committee of not more than three (3) nurses, who shall be employees of the Employer, and will recognize and deal with the said Committee with respect to negotiations for a new or amended Collective Agreement.

The Employer agrees that no member of the negotiating committee shall suffer any loss of earnings for negotiations with the Employer for a renewal agreement, up to conciliation.

### **7.02 Labour Management Committee**

- (a) The Employer hereby agrees that representatives of its administration will meet with up to two (2) members of the Association who are employees of the Employer from time to time and preferably at least three (3) times per annum during the term of the Collective Agreement, to discuss problems arising with the administration of the Collective Agreement, and discuss other problems which may further assist in improving any Employer-Association relations. The Employer will schedule Labour-Management meetings during regular working hours and endeavour to schedule them during the working hours of those attending the meeting.
- (b) The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending Labour-Management meetings or Grievance meetings, provided prior arrangements are made with management.

- 7.03 The Employer acknowledges the right of the Association to appoint or otherwise select a Grievance Committee, which will be employees of the Employer, of not more than two (2) members referred to as Nurse representatives. The Association agrees to notify the Employer annually, in writing, the names of the members of the Grievance Committee under this Article or upon any change thereto.

- 7.04 (a) In order to attend Association Grievance meetings up to and including Stage Two of the Grievance Procedure, such Nurse Representative(s)

shall not leave their regular duties without first obtaining permission from their Immediate Supervisor. Such permission will not be unreasonably refused, taking into consideration the efficient operation of the Home.

- (b) It is understood that for such approved absences under Article 7.04 (a), the Employer will not make any wage deductions from the affected nurses.

## 7.05

Joint Health and Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness. The Joint Health and Safety Committee shall concern itself with all matters relating to violence to staff. The Employer, in conjunction with the Joint Health and Safety Committee will immediately and thoroughly investigate all acts and reports of potential/actual violence.
- (b) One (1) representative nurse and one (1) alternate selected by and representing those City of Greater Sudbury nurses covered under the O.N.A. Agreement will be on the Pioneer Manor Joint Health and Safety Committee established under the Occupational Health and Safety Act.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. A Violent Incident Review will remain a standing meeting agenda item.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month, with the exception of July and August, or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Association agrees to fully co-operate in having the membership observe all safety rules, policies, procedures and practices.
- (h) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the duties, shall be deemed to be work time for which members shall be paid by the Employer at the regular rate and shall be entitled to such time off from work as is necessary to attend scheduled meetings. The attending Joint Health and Safety Committee member must notify her/his reporting supervisor of

her/his required attendance via email in advance of attending a Committee meeting.

- (i) No nurse shall be disciplined for acting in compliance with the applicable Acts, Regulations and Health and Safety Manual, or for seeking enforcement of the provisions of the Acts, Regulations and Health and Safety Manual.
- (j) All nurses shall immediately report unsafe acts, unsafe conditions and injuries/illnesses resulting from workplace accidents to their immediate Supervisor. The Supervisor will investigate, report and take corrective action as required and the Employer will report to the Joint Health and Safety Committee in accordance with legislation and policy.

7.06 The Employer will reimburse for damages incurred to the nurse's personal property as a result of being assaulted while performing his or her work.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 At any stage of this grievance procedure, a nurse has the right to be accompanied or represented by a nurse representative.

8.02 (a) Within the terms of this Agreement, a Grievance shall be defined as a difference arising between a nurse, the Association, or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

(b) Grievances shall be dealt with in the following manner and all grievances shall be in writing and may be submitted provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged grievance.

(c) An individual grievance must be signed by the nurse, a nurse group grievance must be signed by the aggrieved nurses, and a policy grievance must be signed by the appointed executive of the Association or designate.

(d) A written grievance shall state the Article of the Collective Agreement violated, the nature of the grievance, and the redress being sought for the settlement of the grievance. Failure to do so shall not thereby invalidate the grievance.

8.03 Complaints

(a) It is agreed and understood that a nurse has no Grievance until the nurse has first given his or her immediate Supervisor an opportunity to adjust his or her complaint. In discussing the complaint, the nurse may be accompanied by a nurse representative.

(b) Any nurse's complaint which is not settled by his or her Immediate Supervisor within ten (10) calendar days of the presentation of the complaint, shall then commence at Stage One of the Grievance Procedure



provided that no more than twenty (20) calendar days have elapsed since the occurrence of alleged grievance.

## 8.04

Grievances(a) STAGE ONE

The aggrieved nurse shall submit through the Union the written grievance to the Director of Long Term Care Services (Pioneer Manor) or designate provided that no more than twenty (20) calendar days have elapsed since the occurrence of the alleged grievance. A meeting shall take place within ten (10) calendar days after the presentation of the grievance with a Grievance Committee representative accompanied by the aggrieved nurse. The Employer shall make a written response to the grievance, forward the same to the Grievance Committee representative within ten (10) calendar days of the said meeting. It is understood that any resolution reached at this Stage of the Grievance Procedure is without precedent or prejudice. Failing settlement at this Stage, then Stage Two may be invoked.

(b) STAGE TWO

Provided that not more than ten (10) calendar days have elapsed since the delivery of the reply at Stage One, the Grievance may be submitted to the Director of Human Resources and Organizational Development or designate. A meeting will then be held between the Director of Human Resources and Organizational Development or designate and a Grievance Committee representative. A representative of the Ontario Nurses' Association and the grievor may be present at the meeting. An answer shall be given within ten (10) working days from the meeting to the Labour Relations Officer and the Grievance Committee representative(s) who attended the meeting. Failing settlement of the grievance at Stage Two, the matter may then be referred to Arbitration in accordance with the *Ontario Labour Relations Act*, as amended, provided that not more than thirty-six (36) calendar days have elapsed since the written decision by the Employer has been submitted to the Union at this Stage.

## 8.05

Policy Grievance

A Policy Grievance shall be any difference arising between the Association and the Employer from the interpretation, application or administration of the provisions of this Agreement. Policy Grievances may be submitted in writing by either party to the other at Stage Two of the Grievance Procedure, provided no more than sixty (60) calendar days have elapsed since the occurrence of the alleged Policy Grievance.

## 8.06

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing identifying each nurse who is grieving to the Director of Human Resources and Organizational Development or designate provided not more than fifteen (15) calendar days have elapsed since the occurrence of the alleged grievance. The grievance shall then be treated as being initiated at Stage Two and the applicable

provisions of this Article shall then apply with respect to the processing of such grievance.

#### 8.07 Arbitration

- (a) Any grievance not settled at Stage Two may, before thirty-six (36) calendar days have elapsed since the written decision at Stage Two has been submitted, proceed to Arbitration in accordance with the provisions of *The Ontario Labour Relations Act*, as amended from time to time.
- (b) Each of the parties hereto shall bear the expenses of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the Arbitrator, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.
- (c) The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- (d) By mutual agreement of the parties, a grievance referred to arbitration under this article can be heard by a sole arbitrator.
- (e) If no written request is received by mail within thirty-six (36) calendar days after the decision under Stage Two is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) days after the decision under Stage Two, it will be deemed to have been received within the time limits.

### **ARTICLE 9 - DISCIPLINE, SUSPENSION OR DISCHARGE**

- 9.01 A nurse who is being suspended or discharged will be advised of such prior to the discussion and is entitled to have a nurse representative present during such meeting. Following such meeting, the nurse will be advised, in writing, of the reasons for such action by the Employer.
- 9.02 If a nurse is discharged or suspended and believes unjustifiably discharged, disciplined or suspended, the nurse shall have the grievance processed under the Grievance Procedure commencing at Stage Two, if presented in writing within twenty (20) calendar days after the date of discharge or suspension.
- 9.03 A grievance claiming discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse or by any other arrangement that is just and equitable in the opinion of the conferring parties or an Arbitration Board.
- 9.04 Any disciplinary notation or suspension of three (3) days or less will be removed from the record of a nurse eighteen (18) months following the receipt of such notation or suspension, provided that the nurse's record has been discipline-free for such eighteen (18) month period.

Leave of Absence in excess of sixty (60) continuous calendar days will not count towards the period referenced above.

- 9.05 The Employer will notify the Nurse when it reports her or him to the College of Nurses of Ontario, and refer them to the Union as a resource.

## **ARTICLE 10 – SENIORITY**

- 10.01 (a) Seniority for full-time nurses shall be defined as the length of continuous employment since the latest date of hire. Continuous employment shall mean all attendance and leaves of absence with pay, but shall not include leaves of absence without pay in excess of thirty (30) continuous calendar days.

Seniority and service will accrue during pregnancy and/or parental leave in accordance with the Employment Standards Act.

- (b) Seniority and service for part-time nurses shall be based on paid shifts (or their equivalent) since date of last hire. For purpose of this Agreement, fifteen hundred (1500) hours is equal to one (1) year of full-time seniority and service and vice versa.

Seniority will accrue during pregnancy and parental leave in accordance with the Employment Standards Act. Similarly, service will accrue during such leaves in accordance with the Employment Standards Act. For the purposes of application of this clause, accrual will be based on the average weekly hours of work in the six (6) month period immediately prior to the commencement of the pregnancy or parental leave.

- (c) A nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit shall retain, but not accumulate his or her seniority held at the time of the promotion. In the event that the promotion is unsatisfactory for either the nurse or the Employer or the nurse is unable to perform the duties of the position during a six (6) month trial period, he or she shall be returned to the classification held immediately preceding such job posting and the nurse shall not suffer any loss of seniority or benefits covered by this Agreement. When a nurse remains in a permanent position outside the bargaining unit for greater than six (6) months, she or he will lose all seniority. It is agreed that a nurse who accepts a promotion with the Employer to a permanent position outside the bargaining unit is not covered by the terms and conditions of this Agreement and will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

- 10.02 (a) The Employer will maintain a seniority list for full-time and part-time nurses and the same shall be posted on the three (3) bulletin boards. For information purposes only, the names of all full-time and part-time probationary nurses shall be included in the seniority list. The seniority list will be revised every six (6) months and the Employer will provide a copy of the revised seniority list to the Association electronically.

- (b) Protests in regard to a nurse's seniority standing must be submitted in writing to the Co-ordinator of Human Resources by the affected nurse within ninety (90) calendar days from the date the Seniority List is posted on Bulletin Boards. When proof of error is established by the nurse or the nurse's representative, such error will be corrected and the proper information inserted in the seniority list. No other changes in the seniority status of a nurse or other information required on the seniority list shall be made by the Employer without prior notice of said changes being given to the affected nurse and the Association.

10.03 (a) A newly employed nurse shall be subject to a probationary period of three (3) months duration for full-time or four hundred and fifty (450) hours for part-time. Upon the successful completion of the probationary period, seniority shall be established, as of the date of hire. The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse. There will be a progress report made prior to the expiration of the probationary period.

- (b) Persons on probation may be terminated at the discretion of the Employer provided that any such person so terminated shall have recourse to the Grievance Procedure. It is understood that the onus of proof on the Employer shall be less onerous than just cause. Where the Employer requests an extension of the probationary period, it will provide notice to the Union prior to the expected date of expiration of the initial probationary period.

#### 10.04 Loss of Seniority and Termination of Employment

Seniority previously accumulated will be lost in totality and employment will be terminated whenever a nurse:

- (a) Leaves of his/her own accord.
- (b) Is discharged and the discharge is not reversed through the grievance and/or arbitration procedure.
- (c) Is absent from employment for five (5) consecutive scheduled working days (three [3] consecutive working days for part-time nurses) without an explanation satisfactory to the Employer.
- (d) Fails to report to work within ten (10) calendar days after the mailing by Registered Mail to return to work after a lay-off.
- (e) After a lay-off extending for a period of more than thirty (30) months.

10.05 (a) If a full-time nurse's absence without pay exceeds thirty (30) continuous calendar days, the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of absence in excess of thirty (30) continuous calendar days unless otherwise provided. The nurse will become responsible for full payment of any subsidized employee benefits in which the nurse is entitled to participate during the period of absence. A nurse may arrange with the Employer to prepay the

full premium of any applicable subsidized benefits during the period of leave in excess of thirty continuous calendar days to ensure continued coverage.

Notwithstanding this provision. Seniority (but not service) will accrue if a nurse's absence is due to a disability resulting in WSIB benefits, Employment Insurance illness benefits or LTD benefits including the period of disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue while a nurse is on pregnancy and/or parental leave in accordance with the *Employment Standards Act*

- (b) Seniority for part-time nurses shall accrue for absences due to a disability resulting in W.S.I.B. benefits, or illness and injury in excess of thirty (30) consecutive calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the proceeding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy, parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

10.06

- (a) Should circumstances require a reduction of nurses, probationary nurses in the bargaining unit shall be laid off first, and then commencing with those permanent nurses with the least seniority provided the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. The Employer shall maintain separate seniority lists for full-time and part-time nurses for the purposes of layoff and recall only.

When permanent nurses are laid off under this Article and jobs have reopened with the Employer, such nurses shall be recalled in the reverse order of lay-off.

Prior to eliminating any position or effecting any lay-off of nursing staff, the Employer will:

- i) meet with the ONA Labour Relations Officer and the Bargaining Unit President ninety (90) days prior to the issuance of any notice of layoff to review the reasons for the layoff, including the method of implementation, the area(s) to be reduced and nurse(s) to be laid off.
- ii) provide the nurse(s) concerned, with no less than sixty (60) days notice of such. Should the position being eliminated be vacant, there is no requirement on the Employer to provide notice of intent to eliminate.

10.07

#### Job Postings

- (a) Where skill, ability, experience and qualifications are relatively equal, seniority shall be the basis for promotions.
- (b) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the

Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. The posting shall identify the normal schedule and initial area of assignment. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

It is understood that any subsequent change of area and/or schedule will not trigger the layoff/bumping provisions of the collective agreement. The Employer may reallocate a position that no longer suits the desired organization of work, and may reassign that incumbent to a position which remains vacant following the reposting.

Where the skill, ability, experience and qualifications are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. If there are no qualified internal applicants, consideration shall be given to applications received from persons outside the scope of this Agreement.

(c) The name of the successful applicant to a Job Posting shall be posted by the Employer.

(d) A copy of all Job Postings will be provided electronically to the local Union at the time of posting.

(e) Limited Job Postings

i) A Limited Position shall mean a position which is for a limited duration of time, not to exceed twelve (12) months or such longer period of time as may mutually be agreed upon between the Employer and the Association.

It is understood that if the cause of the Limited Position is a Pregnancy and/or Parental Leave that the above Limited Position shall not exceed the number of months of the current statutory entitlement under the *Employment Standards Act*.

Notwithstanding the above, it is understood that the Limited Position may also be extended to cover both the period of accommodation and/or sick leave as well as the Pregnancy/Parental Leave.

A limited Position that occurs as a result of an occupational/non-occupational illness/injury may continue beyond twelve (12) months to a maximum of thirty (30) months without re-posting. The Limited Position may be extended beyond thirty (30) months as necessary and if mutually agreed to by the parties.

ii) A Limited Job Posting shall state the estimated probable duration.

iii) A permanent nurse filling a Limited Job Posting shall, upon termination of the said job posting, revert to the permanent classification held immediately preceding the selection.

- iv) Permanent full-time nurses filling a limited job posting shall not create a vacancy for subsequent job posting purposes. Members will be informed of each subsequent vacancy to allow for them to indicate their desire to work in the limited vacancy. Such vacancies will be filled by selection by the Employer. Selection will be made by seniority from the full-time and part-time nurses, then the casual nurses.
- v) Notwithstanding the provisions of this Article, vacancies of forty-five (45) or less working days may be filled by the Employer without recourse to the Job Posting procedure. In filling such vacancies, the Employer will send out an expression of interest to all part time and casual nurses. The vacancy will be filled based on seniority by offering to part time nurses first, then casual nurses.
- (f) Seniority for purposes of Job Posting shall include both full-time and part-time seniority. Nurses may transfer from full-time to part-time and vice versa and shall carry all seniority and service and be subject to the benefit provisions applicable to their new positions.
- (g) A nurse wishing to change work status from full-time to part-time or vice versa may submit in writing this intent to the Manager of Resident Care. These requests will only be considered for a job posting when a nurse is absent from work due to vacation or on a paid leave of absence of two (2) weeks or less. Any requests made under this article will be deemed expired on December 31st of the year the request is made.
- (h) Successful applicants to job postings within or outside the scope of this Agreement, if unsatisfactory or the applicant is unable to perform the duties of the position during a six (6) month trial period, shall be returned to the classification held immediately preceding such job posting and the nurse shall not suffer any loss of seniority or benefits covered by this Collective Agreement.
- (i) Any nurse displaced because of another's return, as the result of Article 10.07(h), shall be returned to the former permanent position held immediately prior to the job move and without loss of seniority and benefits covered in this Collective Agreement.

10.08 All nurses who are on lay-off will be given job opportunities before any nurse is hired, provided that the nurses on lay-off are qualified to perform the normal requirements of the job.

## **ARTICLE 11 - LEAVE OF ABSENCE**

11.01 Written requests for a leave of absence will be considered on an individual basis by the Employer and on the Form as provided by the Employer. A request for a leave of absence shall be made at least fourteen (14) calendar days in advance of the commencement of the requested leave. The Employer will render a decision on a leave of absence request, in writing, to the applicant within seven (7) days of receipt of such request.

## 11.02 Bereavement Leave

- (a) (i) In the case of the demise of a wife, husband, spouse, child or step child, permanent and probationary nurses shall be permitted a leave of absence with pay for up to five (5) consecutive working days.
- (ii) In the case of the demise of a member of the Immediate family, permanent and probationary nurses shall be permitted a leave of absence with pay for up to three (3) consecutive working days. Immediate family shall mean father, step father, mother, step mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents or grandchild.
- (b) In the case of the demise of a brother-in-law or sister-in-law, permanent and probationary nurses shall be granted two (2) days leave of absence with pay and may opt to take a third day from any remaining Weekly Indemnity Bank Days.
- (c) Bereavement leave shall be taken immediately prior to, during, or immediately following the date of the funeral or memorial service (or equivalent).
- (d) The term "child", as used in Article 11.02 (a), includes adopted and foster children.
- (e) "Spouse" for the purpose of bereavement leave will be defined as an unmarried man and woman who have co-habited either:
  - i) for at least three (3) years continuous, or
  - ii) in a relationship of some permanence and if they are the parents of a child.

"Spouse" for the purpose of bereavement leave will also include a partner of the same sex.
- (f) In the event that the death of a member of the nurse's family as defined in Article 11.02 (a) and 11.02 (b) requires the nurse to travel more than three hundred and twenty (320) kilometres to attend at the funeral, an additional two (2) days without pay shall be allowed if requested in writing by the nurse, prior to departure.
- (g) A nurse may elect to defer one (1) day of bereavement leave entitlement to be used for attendance at the actual interment or equivalent service.

## 11.03 Union Leaves

- (a) The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences and conventions, provided the request is made in writing to the Manager of Resident Care a minimum of two (2) weeks in advance of



the commencement of such leave or, if possible, as soon as the Association becomes aware of the Association business..

One (1) or, if possible, two (2) nurses shall be permitted such leave at any one (1) time and the total annual days of leave shall not exceed forty-five (45) in any one (1) calendar year.

- (b) The Employer agrees to keep whole the nurses' wages and benefits. The Local Association agrees to reimburse the Employer for such wages and benefits.
- (c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted, upon request, a leave of absence and with no loss of service or seniority during such leave. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of intent to return to work not less than two (2) weeks prior to the termination of such granted leave.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation.

- (d) A nurse who is elected to the Board of Directors of Ontario Nurses' Association, other than to the Office of President, shall be granted, upon written request, a leave of absence of up to a maximum of fifty (50) days per annum, without pay or benefits and with no loss nor accrual of seniority during such leave.

#### 11.04 Jury and Witness Duty Leave

Nurses subpoenaed to act as jurors or witnesses in Criminal or Civil Court or at a Coroner's Inquest or to appear as a witness under the Statutory Powers Procedure Act before the College of Physicians and Surgeons or the College of Nurses, shall be granted leave of absence without loss of seniority for such purpose. The nurse shall be entitled to the jury duty or witness fee or the nurse's full salary for the period, whichever is the greater. To qualify for full salary, the nurse shall turn over to the Employer fees earned as a juror or a witness. Travel expenses incurred for the attendance at court proceedings as a juror or witness shall be retained by the nurse. This leave shall not be payable to nurses acting as plaintiff in a civil case.

#### 11.05 Pregnancy and Parental Leave

- (a) Pregnancy and parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The nurse shall give written notification at least four (4) months in advance of the date of commencement of such leave and the expected date of return. In cases of adoption, the nurse shall advise the Employer as far in

advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall reconfirm 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 nurse shall be reinstated to his/her former position unless the position has been discontinued in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing his/her probationary period. The nurse shall be credited with shifts worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.03 (a) to a maximum of thirty (30) shifts (two hundred and twenty-five (225) hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of the position cannot reasonably be performed by the nurse or the performance or non-performance of the work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy or parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the regular weekly earnings and the sum of the weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the nurse is in receipt of such pregnancy or parental benefits for a maximum period of fifteen (15) weeks, inclusive of the one (1) week Employment Insurance waiting period. The nurse's regular weekly earnings for full-time shall be determined by multiplying the regular hourly rate on his/her last day worked prior to the commencement of the leave times the normal weekly hours and for part-time on the average weekly

earnings at the regular hourly rate in the six (6) month period immediately prior to the leave.

The nurse 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.

- (g) The Employer will pay part-time nurses the percentage in lieu of benefits based on eighty-four percent (84%) of the nurse's average weekly earnings on receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse is in receipt of Employment Insurance pregnancy or parental benefits. Such payment will continue while the nurse is in receipt of such benefit for a maximum of 15 weeks on pregnancy or parental leave, inclusive of the one (1) week Employment Insurance waiting period.
- (h) Where a nurse elects to receive parental leave benefits greater than thirty-five (35) weeks in accordance with the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer for pregnancy leave or parental leave will be no greater than what would have been payable had the nurse elected to receive 35 weeks of the parental leave benefit pursuant to the *Employment Insurance Act*.

## **ARTICLE 12 - SICK LEAVE**

- 12.01 Each January 1<sup>st</sup>, permanent full-time nurses will be credited with six (6) Weekly Indemnity Bank Days. The credits are non-cumulative, and are intended to provide income maintenance during periods of casual absence due to nurse illness.

## **ARTICLE 13 - HOURS OF WORK**

- 13.01 (a) The regular work week for all full-time nurses shall be an average of thirty-seven and one-half (37½) hours per week exclusive of a one-half (½) hour unpaid lunch period daily, but not to exceed seventy-five (75) hours in a two (2) week period exclusive of daily one-half (½) hour unpaid lunch periods.
- There will be one (1) fifteen (15) minute rest period in each half (½) of the daily shift.
- (b) The normal daily shift shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being understood that at the change of shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily shift for a period of up to fifteen (15) minutes duration.

- (c) When a Nurse is scheduled or directed by the Employer to remain on the premises during his or her one half (1/2) hour meal period, he or she will be compensated an amount equivalent to thirty (30) minutes at straight time pay.

The meal period of thirty (30) minutes shall be scheduled during a Nurse's shift. Should a Nurse be recalled to duty during a meal period, the balance of the meal period may be provided as practicable later in the shift.

- 13.02 (a) i) The twelve (12) week schedule and rotating days off shall be posted four (4) weeks in advance of the date the said schedule is to be implemented. Requests for statutory holidays, split vacation days and other time off must be submitted to the person designated by the Employer six (6) weeks in advance of the commencement of the scheduling period.
- ii) The twelve (12) week schedule and rotating days off as posted shall remain in effect unless changes are made for operational reasons by the Manager of Resident Care or designate. An updated schedule will be provided to the Association on a weekly basis.
- iii) At least two weeks prior to the posting of each new schedule, part-time nurses are to provide their work availability in writing for that work period to the person designated by the Employer. The nurse is to indicate all dates for which he/she is available to work and will indicate the maximum number per pay period, if there is a maximum, that he/she is prepared to accept.
- iv) Part-time nurses must provide their first, second and third preference for the existing shifts (i.e. day shift, evening shift, night shift). Nurses may amend their shift preference ranking at least two weeks prior to the posting of a schedule.
- v) The Employer will then have the right to schedule part-time nurses based on the availability indicated by him or her. The nurse must accept the shifts scheduled.
- vi) Prior to posting the schedule the Employer will distribute shifts amongst the part-time employees as equitably as practicable taking into account the nurse's availability, shift preference and his/her seniority. Shifts will be assigned on a rotating basis until all the available shifts are assigned or until there are no part-time nurses available for shifts that need to be filled. Where no regular part-time nurse is willing to perform the available work, casual part-time nurses on the basis of rotating seniority will then be offered such work for purposes of vacation and statutory holiday replacement.
- vii) The Employer agrees that it will not pre-schedule a full-time nurse to work a requirement for more than seven (7) consecutive shifts. If the Employer schedules a nurse to work more than seven (7) consecutive shifts, the Employee will be paid at time and one half of his/her straight time hourly rate.

- viii) For full-time nurses a period of at least two (2) consecutive shifts off shall be scheduled between a change of shifts. At least forty-eight (48) hours will be scheduled off after a change from day shift to night shift or day shift to afternoon shift or vice versa. If the Employer does not schedule at least forty-eight (48) hours after such a change, the Employee will be paid at time and one half of his/her straight hourly rate.
- ix) At least fifty percent (50%) of the full-time nurse's shifts shall be on the day shift.
- (b) The Employer will endeavour to give at least forty-eight (48) hours notice before a change of shift. At least twenty-four (24) hours notice will be given. If the Employer does not provide a minimum of twenty-four (24) hours notice, the Employee will be paid at time and one half his/her straight time hourly rate.
- (c) When a nurse reports for work at the regularly scheduled time for a shifts of duty and is sent home because of a lack of work, the nurse will be entitled to a minimum of four (4) hours pay at the nurse's regular rate.
- (d) When a nurse is called back to work outside regularly scheduled hours after the nurse has vacated the Employer's premises, the nurse will be guaranteed a minimum of two (2) hours pay at one and one-half (1½) times the regular rate or pay for the hours actually worked at one and one-half (1½) times the regular rate, whichever is greater.
- (e) The Employer will endeavour to schedule every second weekend off.
- (f) Should a part-time nurse be called in to work more than one (1) hour after a shift has begun, the nurse shall be paid for the number of hours worked, with a four (4) hour minimum.
- (g) Should a part-time nurse be called in to work with less than two (2) hours notice prior to the commencement of a shift, or within one (1) hour of the commencement of a shift and arrive within one (1) hour of the beginning of such shift, the nurse will be paid for the full shift (ie: seven and one half (7½) hours).
- (h) In the event the Employer institutes a shift rotation schedule during the term of this agreement, the parties agree that only two (2) rotation schedules will be considered, as follows:
  - i) rotating between days and afternoons only, and;
  - ii) rotating between days and nights only.

Rotation selection between these two options will be determined on the basis of seniority.

- (i) When extra shifts become available after the schedule is posted, which the Employer intends to fill with a nurse, they will be offered:

- i) To part-time nurses, on a rotating basis, in order of seniority. A nurse who refuses a call or is already scheduled for work on that day will lose her turn.
- ii) Once the schedule is posted, if shifts become available, the part-time nurses will be canvassed for their availability and the shifts will be filled on an equitable basis in rotation commencing with the part-time nurse who would have next been canvassed in the initial filling of the schedule. Where no regular part-time nurse is willing to perform the available work, casual part-time nurses, on the basis of rotating seniority, will then be offered such work.

13.03 Nurses will be given at least five (5) continuous days off at either Christmas or New Year's. This clause will take priority over vacation scheduling. For the purpose of this provision, the parties agree to waive all schedule regulations in the two pay periods corresponding to the time period between December 15<sup>th</sup> and January 15<sup>th</sup>.

Nurses who wish to have less than five (5) days off will advise their immediate supervisor in writing thirty (30) days prior to the posting of the schedule.

Following posting, the schedule regulations will apply when additional shifts are offered.

- 13.04 (a) The day shift is defined as the hours of 0700 to 1500.
- (b) The evening shift is defined as the hours of 1500 to 2300.
- (c) The night shift is defined as the hours of 2300 to 0700.
- (d) That regular rate, regular straight time hourly rate, normal day's pay, and basic rate of pay be defined as the rate of pay for the nurse's permanent classification.

#### **ARTICLE 14 – OVERTIME AND PREMIUMS**

- 14.01 (a) If a nurse is authorized to work in excess of the hours referred to in Article 13.01, the nurse shall receive overtime premium of one and one-half (1½) times the nurse's basic straight time hourly rate. Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of the normal daily shift. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily shift. There shall be no pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. There shall be no duplication of claims for time and one half for the same hours.
- (b) Employees will be paid one and one half times their regular straight time hourly rate for all hours worked on a third and subsequent weekend, except in the following situations:

- i) where the nurse works the third weekend as a result of an exchange of shifts agreed between two nurses;
  - ii) a nurse requests to work a third consecutive and subsequent weekend;
  - iii) where any subsequent consecutive weekend was scheduled as weekends to be worked in accordance with the collective agreement.
- (c) When a Full or part-time Nurse works four (4) hours or more of overtime, continuous with their regularly scheduled seven and one-half (7 ½) hour shift, they shall be paid up to a maximum of six dollars (\$6.00) to purchase a meal.

## 14.02

Responsibility Allowance

When a nurse relieves in a position outside the scope of the bargaining unit, the nurse shall receive a premium of ten percent (10%) of the regular straight time hourly rate for the relief period and shall not receive any other premium except overtime as set out in Article 14.01 above, or holiday work as set out in 15.03 (a).

- (a) When a nurse relieves outside the scope of the bargaining unit for a period of not more than three (3) months he or she shall not suffer any loss of seniority, service or benefits. She or he will continue to be covered by the terms and conditions of this Agreement and pay union dues.
- (b) A nurse who relieves in a position outside the scope of the bargaining unit for a period of more than three (3) months, but not more than twelve (12) months, or in the case of pregnancy or parental leave up to eighteen (18) months, shall retain, but not accumulate his or her seniority held when the relief position began. She or he will not continue to be covered by the terms and conditions of this Agreement and will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with the seniority held at the time the relief position began and resume accumulation from the date of his or her return to the bargaining unit.
- (c) When required, the Employer may request an extension to the twelve (12) month time limit and consent shall not be arbitrarily or unreasonably denied by the Bargaining Unit President.
- (d) Notwithstanding Article 10.07 (e) the bargaining unit nurse who fills the Limited Position created by the relieving position shall remain in the position beyond twelve (12) months agreed to in (c).
- (e) In the event that a nurse relieves in a position outside the bargaining unit in excess of twelve (12) months, or in the case of pregnancy or parental leave up to eighteen (18) months, and an extension to the twelve (12) or eighteen (18) month time limit has been denied by the Union, she or he will

return to the classification held immediately prior to taking the relief assignment or will lose all seniority held at the time the relief position began.

14.03 Paid Holiday

Where a nurse is required to work on a paid holiday, or on a day for which the nurse receives time and one-half (1½) the regular straight time hourly rate and is required to work additional hours following the full shift on that day, the nurse shall receive two (2) times the regular straight time hourly rate for such additional hours worked.

14.04 Shift Premiums

A nurse shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for the evening shift and two dollars and sixty-five cents (\$2.65) per hour for the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

Shift differential shall not form part of the nurse's straight time hourly rate.

14.05 Effective ratification, a nurse shall be paid a weekend premium of two dollars and ninety cents (\$2.90) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

Shift differential shall not form part of the nurse's straight time hourly rate.

14.06 In-Charge Pay

When a nurse is placed in charge of the Home, the nurse will be paid an additional two dollars (\$2.00) per hour. It is recognized by the Employer that a nurse will be placed in charge on evenings, nights, weekends and holidays, provided that there is not a non-bargaining unit nursing supervisor present and in charge.

**ARTICLE 15 - SPECIFIED PAID HOLIDAYS**

15.01 All permanent and probationary full-time nurses shall be paid a normal working day's pay at their basic rate for each of the following specified paid holidays:

|                  |                 |
|------------------|-----------------|
| New Year's Day   | Family Day      |
| Good Friday      | Easter Monday   |
| Victoria Day     | Canada Day      |
| Civic Holiday    | Labour Day      |
| Thanksgiving Day | Remembrance Day |
| Christmas Day    | Boxing Day      |

15.02 When a nurse is required to work on a specified paid holiday, nurses are under the same obligation to work that day similar to any other scheduled day of work.

15.03 (a) Full-time nurses who are required to work on a specified paid holiday, shall be paid at the rate of time and one-half (1½) their basic rate of pay in addition to their pay for the specified paid holiday.



- (b) Notwithstanding Article 15.03 (a), when a full-time nurse options for a lieu day off with basic pay the nurse shall forfeit statutory holiday pay under Article 15.01. A lieu day off must be taken within thirty (30) calendar days before or after the date on which the statutory holiday was observed on a day mutually agreed between the nurse and the Employer, prior to the schedule being posted. If such day off is not taken during either of the thirty (30) day periods mentioned above, payment shall be made to the nurse in accordance with Article 15.01.
- (c) A part-time nurse who works on a designated holiday listed in this Agreement shall be paid two and one-half (2½) times the regular straight time hourly rate for all hours worked on such holiday. Where the nurse is required to work additional hours following the full shift on that day, the nurse shall be paid two (2) times her regular straight time hourly rate for each such additional hour worked.
- (d) All part-time nurses hired after June 1st, 1993, shall be paid one and one-half (1½) times the regular straight time hourly rate for all hours worked on a designated holiday. Where the nurse is required to work additional hours following the full shift on that day, the nurse shall be paid two (2) times her regular straight time hourly rate for each such additional hour worked.

- 15.04 For a nurse to qualify for payment of any of the above noted specified paid holidays, a nurse must have worked the scheduled working day previous to the specified paid holiday, and the scheduled working day next following the specified paid holiday -unless the nurse has been excused from duty by being on annual vacations, bereavement leave, sick leave absence with pay, or on an approved leave of absence with pay.
- 15.05 Should a specified paid holiday fall within a full-time nurse's annual vacation period, a day in lieu of the specified paid holiday shall be added to the beginning or the end of the vacation period, or taken at a time agreed upon between the nurse and the respective Supervisor.
- 15.06 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls between 12:01 a.m. and 12 p.m. within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

## **ARTICLE 16 – VACATIONS**

- 16.01 (a) Every nurse who has completed less than one (1) year of continuous service with the Employer on December 31<sup>st</sup>, in any year of the term of this Agreement, shall receive one and one-quarter (1.25) days vacation for each month of completed service up to a maximum of fifteen (15) days per calendar year, with vacation pay at six percent (6%) of gross earnings earned in the next preceding calendar year in which the annual vacation is taken.
- (b) A nurse who has completed one (1) year or more of continuous service with the Employer on December 31<sup>st</sup>, in any year of the term of this

Agreement, shall be entitled to be absent from work during three (3) calendar weeks in each calendar year following such December 31<sup>st</sup> and to receive vacation pay at six percent (6%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the annual vacation is taken.

- (c) Notwithstanding Article 16.01 (a) and (b) hereof, any nurse who has completed three (3) or more years of continuous service with the Employer on December 31<sup>st</sup>, in any year of the term of this Agreement, shall be entitled to be absent from work during four (4) calendar weeks in each calendar year following such December 31<sup>st</sup> and to receive vacation pay at eight percent (8%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the annual vacation is taken.
- (d) Notwithstanding Article 16.01 (a), (b) and (c) hereof, any nurse who has completed eleven (11) or more years of continuous service with the Employer on December 31<sup>st</sup>, in any year of the term of this Agreement, shall be entitled to be absent from work five (5) calendar weeks in each calendar year following such December 31<sup>st</sup>, and to receive vacation pay at ten percent (10%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the annual vacation is taken.
- (e) Notwithstanding Article 16.01 (a), (b), (c), and (d) hereof, any nurse who has completed twenty (20) years or more years of continuous service with the Employer on December 31<sup>st</sup>, in any year of the term of this Agreement, shall be entitled to be absent from work six (6) calendar weeks in each calendar year following such December 31<sup>st</sup>, and to receive vacation pay at twelve percent (12%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the annual vacation is taken.
- (f) Notwithstanding Article 16.01 (a), (b), (c), (d) and (e) hereof, any nurse who has completed twenty-five (25) years or more years of continuous service with the Employer on December 31<sup>st</sup>, in any year of the term of this Agreement, shall be entitled to be absent from work seven (7) calendar weeks in each calendar year following such December 31<sup>st</sup>, and to receive vacation pay at fourteen percent (14%) of gross earnings earned in the next preceding calendar year, to the calendar year in which the annual vacation is taken.

16.02 The vacation schedule shall be posted from January 15<sup>th</sup> to February 15<sup>th</sup> and finalized and posted by February 28<sup>th</sup>, of each year provided no interruption beyond the control of the Employer is encountered, and shall not be changed unless mutually agreed to by the nurse and the Employer.

- 16.03 (a) Vacation may be taken at any time of the year and the Employer will grant requests where reasonably possible.
- (b) In the event of conflict between requests made by nurses, seniority shall prevail to resolve the conflict.
- (c) Either the weekend prior to or the weekend following a full-time nurse's vacation shall be scheduled as a weekend off.

- (d) Prior to leaving on vacation, full-time nurses shall be notified of the date and time on which to report following vacation.
  - (e) It is understood and agreed that the Employer will grant to part-time nurses, in accordance with their seniority, preference in selecting of personal annual leave of absence, without pay, in lieu of vacation period for the purposes of Article 16.02.
  - (f) When operationally feasible, additional single day vacation requests greater than the policy maximum will be granted in the vacation year.
- 16.04 All nurses, upon termination of employment for any reason, will be paid their annual vacation accruals as established under this Article and such payment will not form part of the termination pay.
- 16.05 For the purpose of vacation entitlement, length of continuous service, for those nurses who have elected to change their status from full-time to part-time or vice versa, shall mean combined service as both full-time and part-time. For the purpose of conversion of service from part-time to full-time, fifteen hundred (1500) hours of part-time service shall equal one year's full-time service.
- 16.06 If a full-time nurse applies for sick leave during the period of vacation, and provided such application has an applicable medical certificate, there shall be no deduction from vacation credits for such absence.

## **ARTICLE 17 – EMPLOYEE GROUP BENEFITS**

- 17.01 The Employer agrees to contribute eighty-five percent (85%) of the total premium for each full-time nurse, unless the nurse is otherwise exempted, for the following Benefit plans:
- (a) Ontario Health Tax Plan, or replacement plan introduced by the Ontario Government [one hundred percent (100%) Employer paid].
  - (b) Comprehensive Extended Health Care benefits equivalent to that of Liberty Health:
    - i) Vision Care, four hundred and twenty-five dollars (\$425.00) every twenty-four (24) months with the ability to use coverage for laser surgery.
    - ii) Hearing Aids, seven hundred (\$700) dollars every thirty-six (36) months effective the date of ratification.
    - iii) One eye exam every twenty-four (24) months for each person covered, up to a maximum of one hundred dollars (\$100).
- Chiropractic, and physiotherapy (maximum of \$800/employee, \$450/dependent annually for each of chiropractic and physiotherapy. Maximum of \$800/employee, \$450/dependent annually for massage therapy).

- iv) Psychologist, Registered Psychotherapist and Social Worker, Eight Hundred (\$800.00) dollars annually per eligible Nurse effective January 1, 2019.
- (c) Dental Plan Liberty Health #9, or equivalent, with the current O.D.A. rates.  
  
Complete and partial dentures at 50/50 co-insurance to one thousand (\$1,000.00) dollars maximum per person annually;  
  
Crowns, bridgework, implants and repair to same (major restorative) 50/50 co-insurance to two thousand (\$2,000) dollars maximum per person annually.  
  
Orthodontic coverage provides for 50/50 coinsurance with one thousand dollars (\$1000) lifetime maximum per insured.
- (d) For permanent nurses, the Employer agrees to contribute one hundred percent (100%) of the employee premium cost for the Group Life Insurance Plan. To provide a benefit of two times (2x) basic annual earnings.
- (e) Weekly Indemnity Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the Master Contract with Great West;
- (f) Long Term Disability Insurance, providing a benefit level of seventy-five percent (75%) of basic salary, the conditions of which are governed by the terms and provisions of the Master Contract with Great West.

NOTE:

The parties agree that the Employer's contributions to the Benefit Plans effectively incorporates the nurses' share of the EI Premium reduction granted by Human Resources Development Canada (HRDC) to this group, on an ongoing basis.

17.02 The Employer shall continue to pay the premiums for Benefit Plans as outlined in Article 17.01 for nurses on paid leaves of absence or in receipt of Workplace Safety Insurance. Such payment shall also continue while a nurse is receiving sick leave benefits as outlined under 17.01 to a maximum of twenty-four (24) months from the time her absence commenced. Nurses who are on layoff may continue to participate in Benefit Plans, at their request, provided they make arrangements for payment.

17.03 Retiree Benefits

For retired full-time nurses, the Employer agrees to contribute one hundred percent (100%) of the nurse's premium costs for the following Plans and under the following terms:

- (a) Ontario Health Tax, or a replacement plan introduced by the Ontario Government.

- (b) Liberty Health Comprehensive Extended Health Care: deductible of twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family.
- (c) Liberty Health Vision Care: two hundred and six dollars (\$206) eye glass subsidy.
- (d) Group Life Insurance: valued at ten thousand dollars (\$10,000.00) and offered at the reduced value of three thousand dollars (\$3,000.00) at one hundred percent (100%) Employee paid premium at age sixty-five (65).
- (e) A retired nurse shall have the option of participating at their own cost in the Liberty Health Dental Plan #9 at the current O.D.A. fee schedule.
- (f) The above Benefit Plans for full-time retired nurses will be applied in the following manner:
  - i) The benefit premiums will only be paid by the Employer until the recipients attains the age of sixty-five (65);
  - ii) Those nurses of the Employer who at retirement are at least fifty-five (55) years of age and have attained fifteen (15) years of continuous service with the City of Greater Sudbury, inclusive of any continuous service with any other predecessor Municipality, Local Municipality or Local Board are eligible for the above Retiree benefit Plans.
- (g) Those nurses who have retired during the term of the Agreement will be eligible for the above Retiree Benefits on the first of the month following ratification.

- 17.04
- (a) The Employer shall provide each nurse and the Association with those information booklets available from the carriers outlining the details of the Benefit Plans provided for in Articles 17.01, 18.01, and 18.02.
  - (b) The Employer may substitute another carrier for any plan (other than OHIP) provided that the benefits conferred thereby are not decreased. The Employer shall discuss with the Association any change in the carrier or underwriter for any plan at least sixty (60) days before implementing such change.

## **ARTICLE 18 - PENSION PLANS**

- 18.01 The Pension Plan established under the *Canada Pension Plan Act* and the *Ontario Municipal Employees Retirement System Act* shall be adopted by the Association and the Employer.
- 18.02 A part-time nurse may voluntarily participate in the pension plan, provided the nurse meets the requirements outlined in the *Pension Benefits Act*. However, the amount payable by the Employer for the Pension Plan is to be reduced from the percentage in lieu for benefits payable to part-time workers.

**ARTICLE 19 - BULLETIN BOARDS**

- 19.01 The Employer agrees to provide bulletin boards for the use of the Association. The bulletin boards are to be used for information purposes to the general membership of the Association. Any offensive or derogatory notices shall be removed by the Employer.
- 19.02 The Employer agrees to provide a locked file cabinet for the Bargaining Unit President.

**ARTICLE 20 - NEW CLASSIFICATIONS**

- 20.01 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for the new classification and notify the Local Association of the new classification and its rate of pay. If the Association challenges the rate of pay, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) calendar days after receipt of such notice from the Employer, of the new occupational classification and rate. Any change mutually agreed upon resulting from such meeting shall be retroactive to the date that such notice of the new rate was given by the Employer.

If the parties are unable to agree to the rate of pay, the matter may then be submitted to arbitration as provided for in this Agreement, provided application for arbitration is made within fifteen (15) calendar days of the said meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing classifications within the Home, having regard to the requirements of such classification.

**ARTICLE 21 - PROFESSIONAL DEVELOPMENT**

- 21.01 The Employer shall encourage professional growth by providing:
- (a) an orientation program for newly hired nurses;
  - (b) a regular in-service program;
  - (c) where a nurse is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such nurse for loss of regular wages as a result of attending such course or workshop;
  - (d) Regular yearly performance review for all nurses on their anniversary date. The nurse concerned will be given the opportunity to sign the review form in question to indicate that its contents were read and explained and to indicate any areas of disagreement. A copy of the evaluation will be provided to the nurse upon request. It is understood that with the release of these documents the Employer is no longer responsible for the confidentiality of same.

- (e) All in-service education programs shall be posted on all bulletin boards.

21.02 Orientation

A newly hired nurse shall not be placed in charge of the Home until the nurse has completed the Home's orientation.

It is agreed that an Orientation and In-Service program will be provided, reviewed and up-dated from time to time by members of the Union-Management Committee.

The orientation program shall be based on the following principles:

- (a) i) There shall be at least a ten (10) day planned Home orientation for newly hired nurses or such greater period that the Employer deems necessary.
- ii) Orientation shall be available to full-time and part-time nurses at the Employer's expense.
- iii) The nurse shall be an additional employee to the usual staffing pattern.
- iv) The employee may request additional days of paid orientation. When making her request, the employee will specify her learning needs and discuss with the Manager of Resident Care the development of the orientation learning plan. This request will not be unreasonably denied.
- v) An orientation period of not less than one (1) day shall be provided to a nurse on return from leave of absence of three (3) months or more. This period of time may be elongated in recognition of the nurse's experience within the Home.
- vi) During this period of orientation, a nurse shall have access to planned in-service education programs.

21.03 A nurse, upon written request to the Director of Human Resources and Organizational Development, may view the personnel file at a time mutually convenient.

21.04 A nurse shall be entitled to leave of absence without pay from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications. For greater clarity, the period of leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination. Leave request is to be made as per Article 11.01.

21.05 The City Policy on Educational Leave and Tuition Reimbursement shall apply to nurses of Pioneer Manor, including any further amendments.

**ARTICLE 22 – GENERAL**

- 22.01 A copy of this Agreement will be produced by the Employer and issued to each nurse currently in the employ of the Employer and each nurse that becomes employed in the future. The printing costs of copies of this Agreement will be shared equally by the Employer and the Association.
- 22.02 Subject to prior approval by the Employer, the Association will be granted permission to hold meetings on the Employer's premises that will not interfere with the regular routine duties of the scheduled hours of operation.
- 22.03 It shall be the duty of each nurse to notify the Employer promptly of any change in address or telephone number.
- 22.04 The Employer will provide to each employee, upon request, upon termination of employment a letter detailing his/her employment dates and length of service as a Registered Nurse with the City of Greater Sudbury.

**ARTICLE 23 – COMPENSATION**

- 23.01 All nurses shall be compensated in accordance with Schedule "A" of this Agreement as attached hereto and forming part thereof.
- 23.02 A nurse who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that the nurse will receive no less an increase in salary than the equivalent of one (1) step in the salary range of the previous classification (provided that the new rate does not exceed the salary range of the classification to which the nurse has been promoted). The anniversary date, for the purposes of wage progression, shall be the date on which the nurse started in the new position.
- 23.03 (a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Employer by providing verification of previous experience so that the recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum.
- If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer may also give effect to part-time nursing experience in special circumstances.
- (b) Increments for a full-time nurse shall be effective on the nurse's anniversary date.
- 23.04 (a) A part-time nurse who becomes a full-time nurse will assume the nurse's same level on the full-time salary grid. A full-time nurse who becomes a



part-time nurse will assume the nurse's same level on the part-time salary grid.

- (b) For the purposes of Article 23.04, a nurse who so transfers will be given credit for service accumulated since the date of last advancement. For full-time the new anniversary date will be the date the nurse accumulates a total of two hundred (200) shifts since the date of last advancement, and will be advanced one (1) increment on that date.

Part-time nurses shall advance to the next step of the salary grid upon completion of each fifteen hundred (1500) paid hours.

#### **ARTICLE 24 - TERM OF AGREEMENT**

24.01 This Agreement shall be in effect from April 1, 2020 and shall remain in effect until March 31, 2023, unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

24.02 Notice that amendments are required or that either party intends to terminate this Agreement, may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.

24.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within sixty (60) days of the giving of such notice, unless extended by mutual agreement.

#### 24.04 Retroactivity

- (a) Increases to the salary schedule shall be retroactive to all nurses in the bargaining unit as of April 1, 2020.
- (b) Any new and previous nurses shall be entitled to pro rata adjustment; Employer to notify previous nurses of their retroactivity entitlement; previous nurses to claim such in thirty (30) days.
- (c) Retroactivity shall be paid to bargaining unit members on separately itemized cheques, five (5) pay periods following ratification by the parties.

#### **ARTICLE 25 - PROFESSIONAL RESPONSIBILITY**

25.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses such that there is cause to believe that they are being asked to perform more work than is consistent with proper care, the nurse(s) will:

- (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) Complain in writing to the Manager of Resident Care within ten (10) calendar days of the alleged improper assignment. The Manager of Resident Care shall within ten (10) calendar days of receipt of the complaint, arrange for a meeting with the nurse(s) and Bargaining Unit President. The Manager of Resident Care shall hear and attempt to resolve the complaint to the satisfaction of both parties. A report of all complaints resolved at this stage will be reviewed at Labour Management Committee meetings.
  - iii) Failing resolution of the complaint within five (5) calendar days of the meeting with the Manager of Resident Care, the nurse(s) and Bargaining Unit president, the complaint shall be forwarded to the Director of Long Term Care Services (Pioneer Manor) to be heard at the next Labour Management Committee meeting. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - iv) Failing resolution of the complaint within twenty (20) calendar days of the Labour Management Committee the complaint shall be forwarded to an independent assessment committee composed of three (3) Registered Nurses; one (1) chosen by the Association; one (1) chosen by the Employer; and one (1) 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 Chairman.
  - v) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the professional responsibility issues.
  - vi) The Assessment Committee shall conduct a hearing into the complaint within twenty (20) calendar days of its appointment and shall be empowered to investigate as is necessary to assess the merits to the complaint properly. The Assessment Committee shall report its findings in writing to the parties within twenty (20) calendar days following completion of its hearing and investigation and shall forward a copy of its report to the General Manager of Community Development.
- (b)
    - i) The panel of independent registered nurses who are well respected within the profession are named in an attached Memorandum of Agreement. The members of the panel shall sit in rotation as agreed in the Memorandum. 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 chair and whatever other expenses are

incurred by the 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.

**SIGNING PAGE**

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
FACILITY

ONTARIO NURSES' ASSOCIATION

"Meredith McNeil"  
Human Resources Business Partner

"Ronda Sawyer"  
Labour Relations Officer

"Erin Thompson"  
Human Resources Business Partner

"Erin Ferguson"

"Aaron Archibald"  
Director, Long Term Care Services (PM)

"Bonnie Cummings"

"Bruce Drake"  
Manager, Administrator (PM)

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**SCHEDULE A – SALARY SCHEDULES****REGISTERED NURSE RATE** (Regular Straight Time Hourly Rate)

| <b>LEVEL</b> | <b>APRIL 1, 2020</b> | <b>APRIL 1, 2021</b> | <b>APRIL 1, 2022</b> |
|--------------|----------------------|----------------------|----------------------|
| START        | 33.81                | 34.40                | 35.00                |
| 1 YEAR       | 33.96                | 34.55                | 35.15                |
| 2 YEARS      | 34.53                | 35.13                | 35.74                |
| 3 YEARS      | 36.23                | 36.86                | 37.51                |
| 4 YEARS      | 37.95                | 38.61                | 39.29                |
| 5 YEARS      | 40.09                | 40.79                | 41.50                |
| 6 YEARS      | 42.24                | 42.98                | 43.73                |
| 7 YEARS      | 44.40                | 45.18                | 45.97                |
| 8 YEARS      | 47.56                | 48.39                | 49.24                |
| 25 YEARS     | 48.41                | 49.26                | 50.12                |

**PART-TIME:****Percentage in Lieu of Fringe Benefits**

- (a) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate plus thirteen (13%) percent.

- (b) The hourly salary rates payable to a part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits.

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

**MEMORANDUM OF AGREEMENT**

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

The parties agree when and if the need arises, to address issues related to Article 25 – Professional Responsibility, the parties will meet to determine the panel in accordance with 25.01 a) iv), unless such chairs have been provided by the Association and are agreed by the Employer to be appended to this agreement in advance of any issue being forwarded to an Independent Assessment committee.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
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Manager, Administrator (PM)

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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Staffing

- (a) Notwithstanding Article 2.02, Registered Practical Nurses will be scheduled by the Employer to do work which normally was performed by Registered Nurses, provided this will not lead to the layoff of any Registered Nurses. Notwithstanding the foregoing, nothing prevents the reduction of hours of casual part-time nurses.
- (b) The Employer will schedule at least seven (7) Registered Nurses full-time equivalents per day unless there is a reduction in provincial funding (whether as a result of a reduction in census or CMM) such that it is unreasonable to maintain this commitment. The Employer will make every reasonable effort in the circumstances, short of paying time and one half, to replace absent bargaining unit members with other members of the bargaining unit.
- (c) In the event of a significant change in circumstance that may result in a review of this commitment, the employer agrees to a minimum of ninety (90) days notification if reasonable possible for discussion with the Ontario Nurses' Association local and staff bargaining representatives. A significant change in circumstances is deemed to include a change in status based on Ministry directives or, a significant change in the level of care.
- (d) Any new hires or increased RN hours that are in excess of the protected complement will not be subject to Article 2.02 in the event that they are laid off. No such grievances alleging a violation of this language will be filed. Should this agreement be terminated, this clause shall nevertheless survive in respect of such new hires hired prior to the date of termination of this agreement.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
FACILITY

ONTARIO NURSES' ASSOCIATION

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Manager, Administrator (PM)

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## LETTER OF UNDERSTANDING

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Joint Health and Safety

The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

The Employer will ensure that the employees have received sufficient training to ensure competency under the Act with particular emphasis on the accountabilities of a Supervisor under OHSA.

At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Union.

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

Needle stick injury prevention

Infection prevention

Musculoskeletal Injury Prevention and Control

Wellness Initiatives

Violence in the workplace (including verbal abuse). In particular, the Committee will consider appropriate measures to address violence in the workplace, which may include:

- i) Electronic and visual flagging;
- ii) Appropriate personal alarms;
- iii) Risk assessments assessing environment, risk from resident population, acuity, communication and work flow and individual resident assessments, and;
- iv) Training in de-escalation, "break-free" and safe immobilization/detainment/restraint.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Grandfathering Employees

During the course of 2011 negotiations, the Parties agreed to a definition for full-time employees and part-time employees. Going forward, Employees who had formerly been hired as a Casual Part-time Employee will be grandfathered.

A Casual Part-time Employee means an Employee who is called into work on a call in basis. Such an Employee has the option of refusing to work when it is made available to them.

If there are shifts that need to be filled after exhausting the provisions of Article 13.02, the shifts will be offered to the grandfathered casual employees in rotation in order of seniority. Furthermore, the grandfathered casual nurse will be eligible for vacancies in accordance with Article 10.07.

The grandfathered employee is: Inez Richards.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
FACILITY

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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Overtime and Hours of Work Agreement

The Union agrees that the Employer may exceed the hours of work limitations set out in Section 17 (1) (a) and (b) of the *Employment Standards Act* but only for the following purpose and to the following extent:

- (a) The Union agrees that the Nurses may be asked to work more than their regular scheduled hours in a work day up to the limits set out in Section 18(1) of the *Act*. Each employee has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
- (b) The Union agrees that Nurses may be asked to work hours which provide less than eight (8) hours free from the performance of work between shifts provided the total time worked on successive shifts does not exceed thirteen (13) hours. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
- (c) The Union agrees that Nurses may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week which is defined as Saturday to Friday, up to a limit of sixty (60) hours in a week. Each Nurse has the right to refuse the request, subject to the emergency provisions of Section 19 of the *Act*.
- (d) This Agreement shall be attached to and form part of the Collective Bargaining Agreement and shall continue for the term of the Collective Agreement.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
FACILITY

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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: New Insurance Requirements from College of Nurses of Ontario

The Employer's insurance policy provides coverage to satisfy the CNO By-Law 44.4 requirements (Professional Liability Protection – PLP) for Nurses while performing their duties at Pioneer Manor for the City of Greater Sudbury.

The City's insurance policy is renewed annually and, on a go forward basis, the Employer will communicate with the Union within 30 days of the expiry of the coverage should the coverage no longer satisfy these requirements. The Employer will not arbitrarily or unreasonably discontinue this coverage.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

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

The Parties agree to a Bank Time Trial subject to the following conditions for the life of the 2018 Collective Bargaining Agreement.

Permanent Full Time Nurses are required to indicate their intention to participate in the Program by the end of January each year.

- (1) A Nurse must decide whether to participate prior to the implementation date of the plan as stipulated above.
- (2) The maximum accrual of Bank Time is to be thirty-seven and a half (37.5) hours. Any overtime worked once the maximum accrual is reached, shall be paid out. The maximum accrual is a rolling balance, therefore should the accrual fall below the maximum, then any overtime worked shall be banked.
- (3) Banked Time shall be taken when it is mutually agreeable for a Nurse and the Employer. Bank Time may be used to top up approved WI benefits.
- (4) Cash payouts of any amount may be requested the last week in June. Any remaining time not taken or scheduled to be taken by November 30<sup>th</sup> will be paid out per item (5), below. It is understood that Nurses requesting a cash payout can continue to bank time throughout the year.
- (5) With reference to Item (4) above, pay in lieu of Bank Time not used shall be on a straight time basis as per the rate of pay at the time of accrual.  
i.e. one (1) overtime hour worked = one point five (1.5) hours banked time.
- (6) The Employer shall keep a record of the number of hours of overtime accrued and the applicable rates of pay for those hours. Employees who take their Bank Time off shall be paid at their current rate of pay.
- (7) Employees who receive pay for any unused Bank Time shall be paid at the rate of pay in effect at the time of its accrual.

- (8) Should the either Party determine that this trial is neither practical nor feasible, thirty (30) days notice shall be given and then those Nurses with accrued Bank Time shall be paid in accordance with the method as outlined in Item (5) hereof.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
FACILITY

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**LETTER OF UNDERSTANDING**

Between:

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PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Alternate Employee Relationship Policy

The Employer commits to conducting a review of the Alternate Employee Relationship Policy in consideration of the Association's desire to have retired Nurses return to CGS as a Casual Part Time Employee.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE  
FACILITY

ONTARIO NURSES' ASSOCIATION

"Meredith McNeil"  
Human Resources Business Partner

"Ronda Sawyer"  
Labour Relations Officer

"Erin Thompson"  
Human Resources Business Partner

"Erin Ferguson"

"Aaron Archibald"  
Director, Long Term Care Services (PM)

"Bonnie Cummings"

"Bruce Drake"  
Manager, Administrator (PM)

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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Job Sharing

Job sharing is defined as an arrangement whereby two or more nurses share the hours of work of what would otherwise be one full-time position.

The Employer may introduce a job sharing arrangement under any of the following circumstances:

- 1) When a permanent full-time vacancy arises and there are no successful internal or external applicants.
- 2) When a permanent full-time nurse submits in writing to the Manager of Resident Care that they desire to enter into a job sharing arrangement.
- 3) When a limited full-time vacancy arises and there are no successful internal or external applicants, in which case the Employer may make a job sharing arrangement available to the part-time nurses.

When the Employer elects to proceed with a job sharing arrangement, any vacancies to be posted and filled will be in accordance with Article 10.07.

A full-time nurse wishing to share her/his position may do so without having her/his half of the position posted.

- (a) The other half of the job sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (b) It is understood and agreed that the nurse may opt out of the job sharing arrangement and revert to her/his former position at anytime however must submit in writing a reason satisfactory to the Employer in order to be considered for a future job sharing arrangement

If the job sharer who holds the full-time position leaves the arrangement by either retiring, resigning or successfully bidding to another position, her or his full-time position will be posted according to the Collective Agreement. If the job sharer who does not hold the full-time position leaves the arrangement, their half of the job sharing arrangement will be posted. If there is no successful applicant to the job sharing position, the nurse who holds the full-time position will

revert to her or his former full-time status. If the remaining employee was previously part-time they will return to their part-time status. If both job sharers are part-time employees and the job sharing arrangement is ended, the full-time position will be posted and filled in accordance with the Collective Agreement.

Either party may discontinue a job sharing arrangement with ninety (90) day's notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. Should the Employer discontinue job sharing the employees currently working those arrangements will have the option of reverting to their former status or remain part-time.

The nurses involved in a job sharing arrangement will be classified as part-time and will be covered by the provisions of this agreement applicable to part-time nurses except for those modified as follows:

- (a) Schedules will conform with Articles of the collective agreement which set out scheduling.
- (b) Total hours worked by each of the job sharers shall be equal and, in total, shall be equivalent to one (1) full-time position. Job sharers will have the option of determining between themselves which partner will work on a scheduled shift, however, all scheduled shifts must be covered. Such schedules will not be unilaterally imposed or changed by the Employer, but once the schedules are posted, they will not be changed without approval by the Manager of Resident Care.
- (c) Each job share position will be granted at least five (5) consecutive days off over either Christmas or New Year's period, with such days including Christmas and New Year's Day. When one or both of the job sharers work over Christmas, neither can be required to work over New Year's and vice versa, unless mutually agreed otherwise between the nurse and the Employer. Should job sharers on a job share position be assigned to work either Christmas or New Year's, they will be expected to work up to five (5) consecutive days. Where both job sharers request to work Christmas or New Year's or request to have either off and a conflict exists, then seniority shall be the deciding factor.
- (d) Job sharers will not be required to work, in total, more paid holidays than would one (1) full-time nurse, unless mutually agreed otherwise.
- (e) Each job sharer may exchange shifts with her/his partner as well as other nurses as provided by the collective agreement. A job sharer may exchange with nurses other than her/his partner only on scheduled shifts off for the full-time line in the master schedule.
- (f) It is expected that both job sharers will cover each other's incidental illnesses and vacations.
  - (i) If, because of unavoidable circumstances, one cannot cover the other, the Manager of Resident Care must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences. Job sharers shall be offered additional unscheduled shifts only if they have made their availability known. It is

understood that they may only make themselves available on shifts where neither job share partner is scheduled and where such would not result in premium payment.

- (ii) In the event that one member of the job sharing arrangement goes on vacation, maternity leave and any other leave of absence identified under Article 11 of the collective agreement in excess of thirty (30) days, the remaining partner has the option of covering all of the absent partner's shifts for the duration of the absence. If the employee is unable to cover the entire leave of absence, she/he must inform the Manager of Resident Care in writing at least six (6) weeks in advance of the scheduling period. If the employee cannot cover for her/his partner, the vacancy will be offered in rotation by seniority to the part-time employee.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

FOR THE CITY OF GREATER SUDBURY  
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**LETTER OF UNDERSTANDING**

Between:

**THE CITY OF GREATER SUDBURY  
PIONEER MANOR LONG TERM CARE FACILITY**  
(hereinafter referred to as the "Employer")

And:

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

Re: Mandatory Training

The Employer commits to working with all nurses to ensure that mandatory training is completed during work hours.

DATED at the City of Greater Sudbury, Ontario, this 26th day of January, 2022.

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