

COLLECTIVE AGREEMENT

Between:

THE GLEBE CENTRE INC.
(Hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2020

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.
- 1.03 All rights and privileges to be enjoyed by nurses under this Collective Agreement will be negotiated by the parties, and should not prevent the Employer from providing proper nursing care.
- This agreement constitutes the entire agreement and complete understanding between the parties.
- 1.04 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the Collective Agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes Ontario Nurses' Association as the sole bargaining agent for all registered and graduate nurses employed in a nursing capacity by The Glebe Centre Inc. at Ottawa, Ontario, save and except Director of Nursing and nurses equal to or above the rank of Director of Nursing and the Manager of Nursing Care Operations and employees covered by subsisting collective agreements.
- The position of Manager of Nursing Care Operations is excluded as long as the person holding the title continues to perform all the management duties as per the job description, Appendix A.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time nurse is a nurse who normally works the full-time hours as defined in this collective agreement.
 - (b) A part-time nurse is a nurse who normally works less than the full-time hours.
 - i) A regular part-time nurse shall mean those nurses who make a commitment to the Employer to be available on a predetermined basis, and in respect of whom there is a predetermined scheduling.
 - ii) Casual part-time nurses shall mean those nurses who are employed on relief or called in on short-notice basis.

2.03 Registered Nurse

A "Registered Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with The Health Disciplines Act, 1982 as amended.

A Registered Nurse is required to present to the Director of Care or her designee before February 15th of each year her current Certificate of Competence. Such time shall be extended for satisfactory reasons.

Failure to provide the Certificate of Competence without satisfactory reasons, will result in suspension without pay until such certificate is provided by the nurse.

A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of his or her temporary Certificate. If the nurse fails to obtain her or his Temporary Certificate of registration she/he will be deemed to be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.

2.04 Scope (Feminine/Masculine/Singular/Plural)

Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice versa. Where the singular is used it may also be deemed to mean the plural and vice versa.

ARTICLE 3 – RELATIONSHIP

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between employers, employees, physicians, and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below.

3.01 The Employer and the Association agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives with respect to any nurse because of her membership activities on behalf of the Association, or non-membership in the Association. Both parties agree to abide by the provisions of The Human Rights Code, as amended.

3.02 The Association agrees that there will be no Association activity on the Employer's premises without permission of the Employer or as specifically provided for in this agreement.

3.03 In dealing with complaints, the Home shall ensure that the process is fair for all.

3.04 In dealing with physician conduct, the Home may incorporate tools, definitions and processes from the College of Physicians and Surgeons' Guidebook for Managing Disruptive Physician Behaviour.

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

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7 (2)*].
- (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

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

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

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

3.06 Whistle Blowing Protection

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

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 The Employer agrees that there will be no lockout of nurses and the Association agrees that there will be no strikes during the term of this Agreement.

4.02 The term strike shall mean participation in any interruption or impeding of work; work stoppage, strike of any kind whatsoever, sit down, slow down, or any other form of interference with Employer's operations.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The Association recognizes and acknowledges that the management of the Employer's operations and direction of the nurses are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, schedule, transfer, lay-off, and recall nurses and to discipline, suspend or discharge any nurse for just cause, provided that a claim by a nurse that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, not inconsistent with the provisions of this agreement.
 - (d) generally to manage the operation that the Centre is engaged in and without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith.
- 5.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

ARTICLE 6 – ASSOCIATION SECURITY

- 6.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month. The deduction period for an employee may be extended where the employee does not receive pay in a particular month.
- 6.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 6.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.
- 6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in

which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses (last name, first name, employee number) from whom deductions were made, their telephone number, their work site (if the bargaining unit covers more than one site), and the nurses' social insurance numbers, amount of dues deducted, the job classification, and status of the nurses. The list shall also include name changes, deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. The Employer shall provide the information provided in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit, cheque date and number as well as payroll contact information.

- 6.06 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 6.07 The Employer agrees that an Association member shall be scheduled a reasonable period during the regular orientation period of the nurse to interview newly hired nurses. During such interview, membership forms may be provided to the nurse.

ARTICLE 7 – ASSOCIATION COMMITTEES AND REPRESENTATION

7.01 Nurse Representatives

The Employer will recognize one (1) nurse representative appointed or elected by members of the bargaining unit. The Association may appoint an alternate to act on behalf of the nurse representative in her absence.

7.02 Grievance Committee

The Employer will recognize a grievance committee of one (1) nurse, the steward or her alternate, to be responsible for the handling of particular complaints and grievances of nurses in the bargaining unit.

- 7.03 The nurse representative and members of committees have their regular work to perform on behalf of the Employer. If it is necessary for a representative or a committee member to process grievances or complaints as outlined in the grievance procedure or attend other mutually agreed meetings with the Employer, during their scheduled hours of work they shall not leave their work area without first obtaining the permission of the Supervisor or her designate. When resuming their regular work, they shall again report to the Supervisor or her designate. Such permission shall not be unreasonably refused. In accordance with this understanding, a member of the Grievance Committee or a nurse representative shall suffer no loss of regular wages for regularly scheduled working hours lost due to attendance at mutually agreed meetings with the Employer up to but not including arbitration.

7.04 Negotiating Committee

The Employer will recognize a bargaining unit negotiating committee of two (2) nurses to negotiate renewal agreement with the Employer.

Time spent absent from regular scheduled duties by the Negotiating Committee shall be without loss of remuneration during all negotiation meetings with the Employer, up to but not including arbitration. Employees on the evening and night tour shall receive paid time off for the actual day of the negotiating meeting.

7.05 Joint Association-Management Committee

There will be a Joint Association-Management Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Association which shall meet at least every two (2) months unless mutually agreed otherwise. Agenda items shall be exchanged at least five (5) working days prior to the meeting. Copies of meeting minutes will be provided.

The purpose of the Committee includes:

- i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality of nursing care, but not including matters that are more properly the subject of a grievance or negotiations;
- ii) dealing with complaints referred to it in accordance with the provisions of Article 9, Professional Responsibility.

7.06 Health and Safety Committee

- (a) The Employer and the Association agree to participate in a Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario. One member of the bargaining unit shall be designated by the Association to sit on the Centre committee. Both parties agree to comply with all requirements of the Occupational Health and Safety Act.
- (b)
 - i) The Home, with the nurse's consent will inform the Association within three (3) working days of any nurse who has been assaulted while performing her work.
 - ii) Such information shall be submitted in writing to the Association as soon as possible.
 - iii) The Home will consider a request for reimbursement for damages incurred to the nurse's personal property.
- (c) The parties agree that incidents involving aggressive action may be reviewed at the request of either party at the Joint Health & Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee shall include recommendations from the Joint Occupational Health and Safety Committee.

- (d) Prior to any employee returning to work on WSIB on a modified/light/alternate work program, the Employer will consult with the ONA members of the Joint Occupational Health & Safety Committee to determine an appropriate back to work program for the worker. If the ONA member is unavailable the Employer will notify the Occupational Health & Safety ONA member in writing of the outcome of the meeting.

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

- 7.07 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association who are nurses of the Centre.
- 7.08 If approval is obtained in advance, the Association may hold meetings on the Centre premises.
- 7.09 The Employer shall grant permission for access to its premises for a representative of the Ontario Nurses' Association for the purposes of investigating grievances or attending Centre approved meetings. Such a representative shall have access to the premises only by approval of the Centre Administrator or her designate at the time.
- 7.10 The local Association will keep the Employer notified of the names of the nurse representatives and/or committee members and officers of the local Association. Names and any changes of address are to be provided to the Director of Finance.
- 7.11 A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- 7.12 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 Association. The parties agree that it will not be a breach of this provision if only one employee representing workers is trained to be a certified worker and such employee is not from the Association provided that the next employee representing workers trained to be a certified worker is from the Association.
- 7.13 The Centre will share information on government initiatives with the Union that impact on the bargaining unit.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

- 8.01 It is the mutual desire of the parties hereto that, complaints arising between a nurse and the Employer with respect to the application, interpretation or alleged violation

of this Collective Agreement shall be adjusted as quickly as possible and it is generally understood that, subject to discharge grievances, a nurse has no grievance until she has first given her supervisor an opportunity of adjusting her complaint.

A claim by a nurse that she has been unjustly discharged or suspended shall be treated as a grievance at Step 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the grievance or arbitration procedure:

- (a) confirming the Home's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

The Home agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse without just cause.

8.02

- (a) If a nurse has any complaint which she wishes to discuss with the Employer, she shall take the matter up with her immediate supervisor. No complaint shall be considered where the circumstances giving rise to it occurred or originated more than ten working days (Monday through Friday) prior to the discussion with the supervisor.
- (b) If such complaint is not settled to the satisfaction of the nurse concerned within one (1) full working day, or within any longer period which may be mutually agreed upon at the time, then the following steps of the grievance procedure may be invoked in order.

Step #1

A nurse may present a grievance in writing to the Manager of Nursing Care Operations. The grievance shall identify the nature of the grievance, the remedy sought and should identify the provisions of the agreement which are alleged to be violated. Such grievance should be presented within ten (10) working days of the date of its occurrence or when it came to the attention of the nurse. The Manager of Nursing Care Operations will render a decision in writing within ten (10) working days following the day on which the grievance was submitted. If this decision is unsatisfactory to the nurse, Step #2 may be followed within ten (10) working days.

Step #2

The grievance in writing will be referred to the Centre Administrator or her designate who may call a meeting of the Grievance Committee, and the Association Labour Relations Officer, within ten (10) days following submission to the Centre Administrator. Within ten (10) days following the meeting, the Centre Administrator shall reply in writing to the grievor. If the decision is unsatisfactory to the nurse the grievance may be referred to arbitration within eighteen (18) days following the reply.

8.03 All decisions arrived between the Employer and the Association shall be final and binding upon the Employer, the Association and the nurse(s) concerned. A nurse may at any time during the grievance or arbitration process request that the grievance be withdrawn.

It is understood that no private agreements shall be made between the Employer and the Employee concerning any grievances without the approval of the Association.

8.04 The time limits stated in this article may be extended by mutual agreement of the parties in writing.

8.05 Group Grievance

Where a number of nurses have similar grievances they may present a group grievance in writing to the Manager of Nursing Care Operations within ten (10) working days after the circumstances giving rise to the grievance have occurred.

8.06 Policy Grievance

If the Association or the Employer so wishes, they may present any grievance in writing in the form of a policy grievance at Step 2 of the Grievance Procedure.

8.07 At any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge the Home shall notify the nurse of this right in advance.

8.08 Arbitration

(a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Such notice will contain the names of three (3) arbitrators for consideration. If none of the suggestions is agreed, the other party shall provide the names of 3 arbitrators and so forth until there is an agreement. If after 10 days from the notice to arbitrate the Parties fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.11.

(b) Notwithstanding (a), the Parties may agree to a Board of Arbitration rather than a sole arbitrator. In such case, the notice to arbitrate shall contain the name of the first party's appointee to an Arbitration Board and the recipient of the notice, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a

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

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

- 8.09 Each of the parties hereto will bear their own expenses with respect to any arbitration proceedings. The parties will bear jointly and equally the expenses of the Arbitrator.
- 8.10 No matter may proceed to Arbitration which has not first been carried through all preceding steps of the grievance procedure.
- 8.11 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms of this Agreement, nor to deal with any matter not covered by this Agreement, or any matter which does not involve the interpretation application, administration or alleged violation of this Agreement.
- 8.12 The Arbitrator's decision in all cases shall be final and binding on both parties.
- 8.13 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY

- 9.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, and/or work in a manner which is inconsistent with proper resident care, she or they may:
- (a) i) Complain in writing to the Joint Association Management Committee within thirty (30) calendar days of the alleged improper assignment. The Chairperson of the Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties. As part of this process, the committee will ensure that a jointly approved, appropriate tool is used.
 - ii) Any settlement of the complaint shall be binding upon both parties.
 - iii) Failing resolution of the complaint within thirty (30) calendar days of the meeting of the Joint Association Management Committee, the complaint shall be forwarded within fifteen (15) calendar days to an Independent Assessment Committee composed of 3 registered nurses; one chosen by Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of independent

registered nurses who are well respected within the profession and who shall act as Chairperson.

- iv) Within fourteen (14) calendar days of its appointment, the Assessment Committee shall set a date to conduct a hearing into the complaint and shall be empowered to investigate as is necessary and make what findings appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) i) The list of Chairpersons (Assessment Committee) is attached to and forms part of this Agreement.

The parties agree that should a Chairperson be required, the top name on the alphabetical listing of Chairpersons who has not been previously assigned will be contacted. Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Home or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) It is agreed that failure to consider the recommendations of the Nursing Assessment Committee, or implement terms of any settlement of the complaint herein, or any portion thereof, could be a grievance commencing at Step #2 of the grievance procedure, and proceed to arbitration as provided in this Collective Agreement, if necessary.
- (d) If a difference arises between the parties as to any matter concerning the Professional Responsibility Clause it shall be submitted directly to a Board of Arbitration in accordance with Article 8.08 of the Collective Agreement.

CHAIRPERSONS

NURSING ASSESSMENT COMMITTEES

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available.

ARTICLE 10 – ORIENTATION AND INSERVICE

- 10.01 There shall be an Employer planned orientation program for new nurses which will provide orientation to designated areas of work before becoming part of the current staffing pattern. Attendance at both General and Nursing Department orientation

will be compulsory for all new nurses. If a nurse requests orientation to another area, orientation will not be unreasonably denied.

- 10.02 When a nurse is on duty and authorized to attend any in-service program during her regularly scheduled working hours, she shall suffer no loss of regular pay.

In addition, if a nurse is required by the Employer to attend in-service sessions on her days off, weekend off, or off shift, she will be paid for such time at her straight time hourly rate. Such time shall not be used in the calculation of daily or weekly overtime.

- 10.03 All nurses who are required by the Employer to obtain CPR certification shall provide a copy of the certificate to their Director of Care or designate. This certification will be renewed yearly or as required to keep it current. The nurse will be paid for all time spent attending this course including reimbursement for the cost of the course.

ARTICLE 11 – PERSONNEL FILES

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

- 11.02 Any letter of reprimand, suspension or other sanction will be removed and destroyed from the record of a nurse twelve (12) months following the receipt of such a letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.

ARTICLE 12 – SENIORITY

- 12.01 (a) A nurse will be considered on probation for the first sixty (60) working days, or 450 hours worked, (within any nine (9) consecutive calendar month period) of her most recent employment and will have no seniority rights during that period. If retained after the probationary period the nurse shall be credited with seniority from date of last hire.
- (b) During the probationary period referred to above, the nurse shall be considered as being employed on a trial basis and may be discharged for just cause. A probationary nurse shall have the right to challenge any disciplines, suspensions, or discharge through the grievance and arbitration process.
- 12.02 (a) Seniority is defined as the length of service in the bargaining unit and shall include the service with the Employer prior to the certification or recognition of the Association.
- (b) The parties recognize that job opportunities and security should increase in proportion to length of service. However, in all cases of promotion,

transfer, and demotion, the factors used to select the successful candidate(s) shall be skill, ability, qualifications, experience. Where these factors are relatively equal among qualified job applicants, then seniority shall prevail as per the current seniority list. If none of those applying meet the above criteria, then the Employer may fill the job from any available source.

- 12.03 When two or more nurses attain seniority on the same date, they shall be placed in alphabetical order on all seniority lists.
- 12.04 Seniority shall be maintained and accumulated in the following circumstances only:
- (a) when actually at work for the Employer;
 - (b) when off the payroll due to lay-off, sickness or accident, seniority will continue to accumulate for the period of time equal to thirty (30) calendar days;
 - (c) when off the payroll due to personal leave of absence, seniority will continue to accumulate for the period of time equal to thirty (30) calendar days;
 - (d) when absent on vacation or on legal holiday.
 - (e) when on pregnancy/parental leave.
- 12.05 A nurse shall lose seniority and service and be deemed terminated for any one of the following reasons:
- (a) If the nurse resigns.
 - (b) If the nurse retires.
 - (c) If the nurse is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
 - (d) If the nurse is off the payroll for a continuous period of twelve months save and except for W.S.I.B. or Employer approved leave of absence.
 - (e) If the nurse fails to report for work when recalled from layoff within fourteen (14) working days following telephone contact with the nurse or the sending of notice to report by the Employer sent by registered mail or courier to her last known address. Seniority shall be maintained when an employee is on layoff for 24 calendar months.
 - (f) If the nurse accepts gainful employment while on leave of absence without first obtaining the consent of the Employer and the Association in writing.
 - (g) If the nurse is absent from work three working days or more without providing a valid reason.

12.06 Seniority Lists

- (a) A seniority list shall be established for all full-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all full-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date.
- (b) A seniority list shall be established for all part-time nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all part-time probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of total hours worked.
- (c) A copy of the current seniority list will be filed with the Bargaining Unit President, or designate, in February and August of each year. At the same time, a copy of the seniority list shall also be posted and made available to the nurses on each unit, in a manner and location determined by the local parties. Nurses shall have fifteen (15) days from the date of posting to advise the Employer of any errors or omissions.

12.07 It shall be the duty of present and former employees to inform the Employer's Personnel Office, in writing, of any change of address. If the nurse fails to do this, the Employer will not be responsible for failure of a notice to reach such nurse.

12.08 Seniority shall be defined as length of service with the Employer since date of last hire. Seniority for part-time nurses shall be based on worked hours accumulated since date of last hire.

A part-time employee shall accumulate seniority on the basis of one year for each 1500 hours worked.

12.09 All seniority shall be retained by a nurse when she elects to transfer from full-time to part-time and vice versa.

Seniority will be converted on the basis of 1500 hours per year of seniority or vice versa.

ARTICLE 13 – LAY-OFF AND RECALL

13.01 For full-time nurses, lay-off shall mean the discontinuation of a full-time position due to lack of work or reduction or discontinuation of a service or services.

For regular part-time nurses, lay-off shall mean the discontinuation of a part-time position due to lack of work or reduction or discontinuation of a service or services.

13.02 In the event of a proposed layoff at the Centre of a long term nature affecting full-time and/or part-time nurses, the Centre shall:

- (a) provide the Union with no less than ninety (90) days written notice of such layoff and 60 days to the individuals who will be subject to layoff; and

- (b) meet with the Association to review the following:
 - i) the reasons causing layoff;
 - ii) identification of and proposal of possible alternatives to the anticipated layoff;
 - iii) the method of implementation including the areas of cut-back and the nurses to be laid off.

It is understood that a long term layoff means a layoff that will be more than eight (8) weeks.

- 13.03
- (a) The parties agree that full time and part time layoff and recall rights shall be separate.
 - (b) Probationary and temporary employees shall be laid off first in all cases of layoff provided that the nurses who remain are qualified to perform the available work.
 - (c) A layoff of full-time and/or part-time nurses shall be made on the basis of seniority, provided that the nurses who remain are qualified to perform the available work.
 - (d) A nurse who has been notified of an impending layoff may:
 - i) resign
 - ii) retire
 - iii) accept the layoff
 - iv) exercise the right to bump or displace a less senior nurse whose work she is qualified to perform.
 - (e) No new nurses shall be hired until all those nurses laid off have been given an opportunity to return to work.
 - (f) For the purposes of recall from layoff, nurses will be recalled in reverse order of seniority.
 - (g) Full-time nurses on layoff shall be offered any temporary full-time vacancies in the bargaining unit in order of seniority. Regular part-time nurses on layoff shall be offered any part-time temporary vacancies of longer than seven (7) days in order of seniority. A nurse who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Where temporary full-time vacancies are not filled by laid off full-time nurses, it will be offered to laid off part-time nurses in order of seniority and vice-versa.

ARTICLE 14 – JOB POSTINGS, PROMOTIONS, TRANSFERS

- 14.01 Notice of permanent vacancy will be posted on the bulletin board. Such notice shall remain posted for a period of seven (7) working days. The factors used to select the candidates shall be those described in 12.02 (b).

The Employer will post for up to five (5) working days on the bulletin board the name of any successful applicant.

- 14.02 Any vacancy caused by filling the initial vacancy shall be posted as per 14.01 above. Any resulting vacancies shall be filled at the Employer's discretion while giving preference to bargaining unit nurses.
- 14.03 (a) A successful applicant for a posted job and a nurse who fills the vacancy resulting from the successful application will be placed in those jobs for a trial period not exceeding (60) working days. During such period, the Employer will extend to the nurse reasonable instruction in the normal requirements of the job. If a nurse is unable to perform the normal requirements of the job during the trial period to the satisfaction of the Employer and/or the nurse she will be returned to her former job at her former rate of pay as will any other nurse in the bargaining unit who was promoted or transferred as a result of the original posting.
- (b) If a nurse does not qualify during such period and is returned to her former job, the resulting vacancy will be offered based on the results of the original competition.
- 14.04 If there is no successful applicant for a posted job, the Employer may then fill the vacancy with a registered nurse from outside the Home.
- 14.05 Any nurse who has successfully bid under this Article shall not be entitled to bid on a permanent vacancy for six (6) months from the date of her successful bid except in cases involving a promotion to a higher paying job for the nurse or when otherwise mutually agreed.
- 14.06 The termination of nurses, hired from the outside to fill temporary vacancies, at the end of their term, will not be the subject of grievance.
- 14.07 Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Home. Consideration shall be given to the regular part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. If the temporary vacancy is not filled by a regular part-time nurse, consideration shall be given to casual part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work, prior to utilizing non bargaining unit nurses. Any other temporary vacancies over sixty (60) calendar days shall be posted in accordance with article 14.01 above. A part-time nurse who relieves in a temporary full-time position shall not lose her status of part-time and vice versa.
- 14.08 (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so. If she consents, she shall continue to accrue seniority during the temporary assignment and at the end of that assignment she shall be reinstated to her former position.
- (b) Any nurse presently in the bargaining unit who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting and recall

provisions. In such event, the returning nurse shall be given a seniority date as of the date of her last entry into the bargaining unit, for the purposes of job opportunity and lay-off and other non-monetary benefits and provisions. She shall retain her last date of hire with the Employer for the calculation of salary and any monetary benefits.

- 14.09 (a) An application for the transfer system will be established. Under such a system, a nurse will be able to indicate her interests in working elsewhere in the Home, or on different shifts, and her application will be considered as though she had made it at the time of posting, when a vacancy occurs, and has been posted.
- (b) The status quo regarding shift rotation will be maintained:
- i.e. day - nights
day - evenings

ARTICLE 15 – WORK OF THE BARGAINING UNIT

- 15.01 Employees, not covered by the terms of this agreement, will not perform duties normally assigned to those covered by this Agreement if the direct result is the termination, lay-off or reduction of hours of a bargaining unit nurse.
- 15.02 The Employer will endeavour to provide the Union with reasonable notice should it decide to contract out the management or operation of the Home. The Employer agrees to consult with the Union as part of the decision making process.
- 15.03 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Local Union copies of any documents or materials which it is required to post in the Home pursuant to the Charitable Institutions Act or Nursing Home Act.
- 15.04 (a) The Employer will assign at least the same number of total bargaining unit RN hours per pay period that are equal to those hours that were scheduled in the pay period ending prior to April 1st, 2014 of 892.5 hours. For clarity, this includes existing vacancies.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.
- (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of April 1st, 2014, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.

- (e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

The Home further agrees to provide the data for the staffing complement under this provision within 4 (four) weeks of ratification or award of the renewal of this agreement.

ARTICLE 16 – CONTRACTING OUT

- 16.01 The Employer shall not contract out any work normally performed by members of the bargaining unit if as a direct result of such contracting out a termination or lay-off of bargaining unit nurses follows.
- 16.02 When financial resources permit, the employer may schedule additional bargaining unit members to assist in any duties as required.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Bereavement Leave

- (a) In the event of the death of a member of the immediate family, a nurse shall be granted a total of seven (7) consecutive days off for the purposes of bereavement. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay.
- (b) Pay for bereavement leave shall be based on time lost from regularly scheduled shifts, which would have otherwise been worked, up to four (4) regularly scheduled shifts.
- (c) In all cases, the nurse shall advise her supervisor of the death. When possible, such notice shall be given in writing.
- (d) The employer will provide a "Bereavement Leave" form which must be completed by the nurse upon her return to the workplace. The nurse will

provide reasonable evidence of the requirement for leave to the Employer when possible.

- (e) These days of paid leave will still be granted if they coincide with paid vacation observed under this agreement.
- (f) The Employer may extend such leave without pay. Such decision shall be determined in a fair and reasonable manner.
- (g) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement entitlement over two (2) occasions, not exceeding seven (7) days in total, up to four (4) regularly scheduled shifts without loss of pay, in order to accommodate religious and cultural diversity. All leave must be used within one year of the commencement of the Bereavement Leave.

17.02 Personal Leave

The Employer may grant leaves of absence without pay and without benefits (unless the benefits premiums are fully paid by the nurse for the period of her absence, either before or during that absence) to those nurses who so request at its sole discretion. Such leaves shall be requested in writing at least thirty (30) days prior to the foreseen departure date.

17.03 Jury and Witness Duty

- (a) Nurses who are compelled to serve as jurors in any court of law, or are required to attend as a witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the nurse's duties for the Employer, shall be granted leave of absence for this purpose. Upon completion of their jury or witness service, such nurses shall present to the Employer a satisfactory certificate showing the period of such service.
- (b) Such nurses shall be paid 100% of the difference between what the Court pays and a regular day's pay.

- (c) Meetings with Counsel

Where the Centre requires a nurse to attend any meetings with a Centre's counsel in preparation for a case or legal proceedings which either arises from a nurse's employment with the Centre or otherwise involves the Centre, the Centre will make every reasonable effort to schedule such meetings at the Centre during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, time spent in such meetings shall be paid at her or his regular straight time hourly rate of pay.

- (d) Such leave shall not constitute a break in service for the calculation of benefits covered by this Agreement.

17.04

(a) Leave for Union Business

Any member of the Union elected or selected to perform Union duties may attend Union meetings and may be granted leave of absence for whatever time is necessary provided the exigencies of the operation permit. Such leave shall not be unreasonably withheld.

During such leave of absence, the employee's salary shall be maintained by the Home and the Local Union agrees to reimburse the Home in the amount of the full cost of such salary and benefits.

(b) Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. Subject to reasonable notice and sufficient human resources, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

(c) A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request, leave(s) of absence up to two years. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks following termination of office.

(d) Leave, Board of Directors, O.N.A.

An employee who is elected to the Board of Directors of the Ontario Nurses' Association shall be granted leave of absence. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence.

During such leave of absence, the employee's salary shall be maintained by the Home and the Local Union agrees to reimburse the Home in the amount of the full cost of such salary and benefits.

(e) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

17.05

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to sixty-three (63) weeks duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Home 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 Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 and 23 of the *Employment Insurance Act*, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by

multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. Normal weekly hours is calculated using the total weekly hours worked in the total number of weeks used by Revenue Canada to calculate Employment Insurance Benefits.

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

The Employer shall continue to include the percentage in lieu of benefits for part-time employees based on the employee's normal weekly earnings.

17.06

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 17.05 is eligible to be granted a parental leave of up to sixty-one (61) weeks' duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave may extend the parental leave for a period of up to sixty-three (63) weeks duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the hospital 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 be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 10.01 (a) to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Home 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) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Sections 22 and 23 of the *Employment Insurance Act*, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of leave times her normal weekly hours.

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

The Employer shall continue to include the percentage in lieu of benefits for part-time employees based on the employee's normal weekly earnings.

- (f) Employer is responsible for renewing the sub plan with E.I.C. immediately when changes are made and the employer is responsible for keeping accurate records to show the effective date of maternity/parental sub plan and that it meets regulatory criteria for auditing purposes. Should the E.I.C. approval be delayed, the Employer is responsible for the full payment of this for a nurse.

17.07

Pre-paid Leave Plan

The Employer agrees to introduce a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Care at least six (6) months prior to the intended commencement date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.
- (c) Only one nurse may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Employer.

- (d) Written applications will be reviewed by the Director of Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Care. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:

- i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 17.09 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

17.08 Employees shall be granted leave without pay in order to serve as “classifiers” when operationally feasible. The Employee shall accumulate seniority and service same as if she/he was working. If full-time, the benefits shall be maintained. Should an extension be required because of unforeseen circumstances, such request shall not be unreasonably withheld.

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

17.10 Professional leave without pay will be granted to full-time and regular part-time nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses, subject to the following limitations:

- (a) No more than one employee may be absent at any one time.
- (b) Employees must provide at least thirty (30) days notice in writing.

Approval shall not be unreasonably denied.

17.11 Military Leave

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

17.12 Special Leave To Provide Care For A Sick Child or Family Member

A Full-time employee shall be granted up to two (2) days per year out of his/her accrued sick leave to provide care for a sick child or family member.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 This article defines working hours and overtime and shall not be considered as being a guarantee of working hours during any day or week, nor shall it be a guarantee of days to be worked during any week, unless specifically provided for herein.

- 18.02 The regular work day for full-time nurses shall be 7 1/2 hours exclusive of a 1/2 hour unpaid meal break.
- The regular work week for full-time nurses shall average thirty-seven and one-half (37 1/2) hours.
- 18.03 A nurse working on evenings, nights or weekends (three shifts) who must remain on the premises for her lunch break shall be paid a premium equal to thirty (30) minutes at her straight time hourly rate. Such premium payment shall not be considered in the calculation of daily or weekly overtime.
- 18.04 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of a nurse or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two nurses.
- 18.05 (a) A nurse who reports for work on her regular scheduled shift who has not been notified not to report for work, will be guaranteed four (4) hours of work or pay in lieu thereof.
- (b) If a nurse's scheduled tour is cancelled with less than twenty-four (24) hours personal notice from the starting time of the scheduled tour period, she will receive a minimum of four (4) hours pay at her regular straight time hourly rate.
- 18.06 There shall be no split shifts.
- 18.07 All authorized hours worked in excess of seven and one-half (7 1/2) hours per day or 75 hours per two week period shall be paid at the rate of time and one-half (1 1/2) her straight time hourly rate.
- 18.08 A nurse who is called back to work after having completed her scheduled shift and left the premises, shall be entitled to 1 1/2 times her straight time hourly rate of pay for all hours worked, or four (4) hours of pay at her straight time hourly rate if he/she works less than four (4) hours, whichever is greater.
- 18.09 Overtime will not be offered to nurses who are on vacation, sick leave, or leave without pay.
- 18.10 Nurses shall be entitled to an unpaid thirty (30) minute lunch period to be taken before the completion of the fifth (5th) hour of the shift.
- 18.11 All nurses shall be entitled to two (2) fifteen (15) minute breaks per full tour at a time mutually agreed to by the nurse and the Employer.
- 18.12 Overtime premiums shall not be duplicated for the same hours worked under Article 18, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.
- 18.13 A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed by the nurse and the Employer.

- 18.14 Nurses who are required to come in to work with less than one (1) hours' notice before the beginning of the tour, and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.
- 18.15 All work schedules shall be posted at least two (2) weeks in advance of the end of the previous schedule.
- 18.16 Nurses shall be entitled to receive two weekends off in four except where such nurse has requested or been hired for weekend work.
- If a nurse is required to work more than two (2) weekends in four (4), she will receive premium payment of time and one half (1 1/2) for all hours worked on that weekend, save and except where:
- (a) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
 - (b) such weekend was worked as a result of an exchange with another nurse;
 - (c) such weekend is worked by mutual agreement.
- 18.17 The Employer will endeavour to provide nurses with five (5) or more consecutive days off at Christmas or New Year's. Christmas shall include Christmas Eve, Christmas Day and Boxing Day and New Year's shall include New Year's Eve and New Year's Day.
- 18.18 Nurses shall be allowed to continue exchanging tours of duty. Such changes initiated by the nurse will not result in additional cost to the Employer and all changes shall be approved by the appropriate Director of Care.
- 18.19 If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one half (1 1/2) for all days scheduled in excess of seven (7) until a day off is scheduled.
- 18.20 There shall be a minimum of sixteen (16) hours between tour changes unless mutually agreed. If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay the nurse time and one-half (1 1/2) her regular straight time rate for the following tour of duty.
- 18.21 A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- 18.22 Schedules shall not be changed unilaterally by the Employer once posted unless twenty-four (24) hours' notice is provided by the Employer or unless mutually agreed otherwise by the nurses and the Employer.
- Nurses will advise the Employer if they are unavailable due to illness at least 1 hour prior to the commencement of their day tour and 1 1/2 hours prior to the commencement of their evening or night tour.
- 18.23 (a) Additional shifts shall be offered in order of seniority to the employee

who has made herself/himself available to work on that shift.

- (b) An availability list will be posted on the 1st of each month. Employees are required to indicate their availability by the 15th of the month.
- (c) The availability list will be removed on the 15th of the month and replacement shifts scheduled as per paragraph (a) by the 20th of the month.
- (d) It is the employee's responsibility to check the monthly schedule to become aware of any additional hours scheduled.
- (e) Employees who do not indicate their availability will not be scheduled any additional hours.
- (f) Once the process in a) above has been exhausted, overtime shifts shall be offered in order of seniority, to the regular part-time then to the full-time employees.

18.24

Individual Special Circumstance Arrangements

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

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

ARTICLE 19 – PAID HOLIDAYS

19.01 All full-time nurses covered by this agreement shall be paid the equivalent of a day's pay for the following holidays, at their straight time hourly rate, even though not required to work on such holidays:

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

Nurses must work their full scheduled shifts immediately preceding and immediately following the holiday, unless they are absent due to illness.

19.02 Nurses who are required to work on the day of observance of any of the above named holidays shall be paid at the rate of one and one half (1 1/2) their straight time hourly rate for all work so performed in addition to any holiday pay to which they may be entitled under the above eligibility rules.

Nurses who are required to work overtime on the day of observance of any of the above named holidays shall be paid at the rate of double time (2 x) the straight hourly rate in addition to the nurse's holiday pay for the day in question.

19.03 When a paid holiday falls within a full-time nurse's vacation period it shall be added to her vacation or scheduled at a mutually agreeable time.

19.04 Where a full-time nurse's normal day off coincides with a holiday named above and the employee does not work on that day, the Home will schedule a substitute day, and this day will be considered the employee's holiday. The substitute day, where possible, will be scheduled within sixty (60) days of the holiday and the employee's wish shall be taken into account in scheduling this substitute day off.

19.05 (a) Nurses required to work Christmas day, will not be scheduled to work New Year's day or vice versa unless by mutual agreement or unless the Employer's operational needs make it absolutely necessary.

(b) Choice of not working on Christmas day will be allocated first to nurses who worked Christmas day of the previous year for the Employer. The remainder of the allocations for Christmas day, based on the Employer's operational needs will be done by seniority.

ARTICLE 20 – VACATIONS

20.01 (a) Effective January 1, 2017, a full-time nurse shall accumulate an annual vacation with pay in accordance with the nurse's continuous years of service on the following basis:

Less than one (1) year	1.25 days/month
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One (1) year or more	1.25 days/month
Three (3) years or more	1.6667 days/month
Eleven (11) years or more	2.0833 days/month
Twenty (20) years or more	2.5 days/month
Twenty-five (25) years or more	2.92 days/month

- (b) A part-time nurse shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of a full-time nurse, of her gross earnings in the preceding year.

Vacation pay will be based on a percentage of her gross earnings for work performed on the following basis:

Less than one (1) year	6%
One (1) year or more	6%
Three (3) years or more	8%
Eleven (11) years or more	10%
Twenty (20) years or more	12%
Twenty-five (25) years or more	14%

Equivalent years of service, calculated pursuant to the formula set out in Article 12.08, shall be used to determine vacation pay entitlement for part-time nurses.

- (c) A part-time nurse who leaves the employ of the Centre for any reason shall be entitled to receive any unpaid vacation pay.
- (d) Part time employees unpaid vacation time is based on their normal weekly hours of work.

Weekly Hours	Unpaid Vacation Time Allotment
15	2 days' vacation = 1 week
26.25	3.5 days' vacation = 1 week

20.02 Vacation pay for all vacations shall be at the nurse's rate of pay at the time the vacation is taken.

20.03 Vacations shall be taken between January 1st and December 31st in each year. Choice of vacation periods shall be based on seniority provided management is able to maintain a working force sufficient to do the necessary work, except where an arrangement, mutually agreed upon between the Association and the Employer is reached. Where there is only one nurse working per shift, the Employer may permit two (2) nurses to be off at the same time provided they work on a different shift.

In order to allow the Employer to schedule vacations, each nurse must indicate vacation preferences in accordance with the chart below:

There will be three vacation periods as follows:

Vacation Periods	Submission Due Dates	Submission Response Dates
January 1 to April 30	November 1	November 16
May 1 to August 31	March 1	March 16
September 1 to December 31	August 1	August 16

- 20.04 Vacation schedules shall be posted three times yearly. The first posting will be not later than December 1st. The second posting shall be not later than April 1st. The third posting shall be not later than August 1st. There shall be period of one (1) month after the posting of vacation schedules for any necessary readjustment of the schedules unless by mutual agreement between the Employer and the Nurse.
- 20.05 Any nurse whose employment is terminated for any reason whatsoever, shall receive her full unused vacation credits.
- 20.06 Vacation entitlements are not cumulative and must be taken by December 31st of each year except under exceptional circumstances approved in writing by the Administrator. These vacations may be taken in the following year at a time mutually acceptable to both parties.
- 20.07 Should any of the Paid Holidays listed in Article 19 fall within a full-time nurse's vacation period, a day's vacation shall be granted at a time mutually agreed between the nurse and the Employer or the equivalent pay in lieu thereof. The mutually agreed to lieu day must occur within ninety (90) days of the Paid Holiday. Failure of the parties to agree to a mutually acceptable lieu day within ninety (90) days will result in the nurse being paid her lieu day.
- 20.08 If a nurse is prevented from going on her scheduled vacation in a calendar year because of illness or WSIB, such vacation shall be rescheduled upon her return to work, provided the nurse remains entitled to vacation pay in the amount provided by this Agreement.
- 20.09 Nurses shall be permitted to take their vacation in increments of any duration provided these increments do not exceed the nurse's total vacation entitlement. It is understood that this clause is subject to the requirements of Article 20.03 above.
- 20.10 In the event that a terminating employee has taken more vacation leave than has been earned, a recovery of such unearned leave may be made by the Employer from pay or other termination benefits.
- 20.11 Upon the death of an employee, the Employer will pay to the nurse's estate any unused vacation leave credits within thirty (30) days after submission of a death certificate to the business office.

- 20.12 The Employer will endeavour to provide that the weekend before and after the vacation shall be scheduled off.
- 20.13 Vacation pay outs for part-time nurses shall be with first pay in December and first pay in June of each year.
- 20.14 A vacation request, which has been submitted by the employee and then approved by the Employer, may not be cancelled by the Employer without the consent of the employee.

ARTICLE 21 – WAGES

- 21.01 Attached hereto and forming part of this Agreement is Schedule "A" outlining Rates of Pay for Existing Classifications.
- 21.02 Pay day shall continue in accordance with the practice in effect as of the date of ratification of this Agreement.
- 21.03 Pay Equity legislation will govern the Employer's conduct in those areas.
- 21.04 If a nurse is temporarily transferred to a job of a maximum rate of pay higher than her regular maximum rate of pay, such nurse shall be paid her regular rate plus a responsibility allowance of 3%.
- 21.05 When a new classification in the bargaining unit is established by the Centre or the Centre makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Centre shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Centre agrees to meet the Association to permit it to make representations with respect to the appropriate rate of pay providing that any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Centre and the matter is not resolved following any meeting with the Association, a grievance may be filed at the final step of the grievance procedure, within seven (7) calendar days following any meeting. If the matter is not resolved during the grievance procedure, the matter may be submitted to arbitration, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Centre.
- Any change in rate established by the Centre either through meetings with the Association or by a Board of Arbitration, shall be made retroactive to the time at which the new or changed classification was identified as being new or changed.
- 21.06 Annual Increments
- Annual increments shall be payable to a nurse, who has not yet reached the maximum of the scale, on each full-time nurse's anniversary date of employment and after reaching the next year's level of hours worked, (using the formula in Article 12.10) in the case of part-time nurses.

21.07 Clinical Experience

Claims 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. The nurse shall co-operate with the Centre by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Centre will credit a new nurse with one (1) annual service increment for each year of experience up to the maximum of the salary grid. 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 Centre.

All nurses currently employed shall be recognized for past experience, which was not recognized at the time of hire, up to the maximum salary grid.

21.08 Responsibility Allowance

- (a) A nurse designated to be in charge on evening and night and three (3) shifts on weekends shall receive one dollar and seventy-five (\$1.75) in addition to her regular salary and applicable premium allowance.
- (b) A nurse designated to be in charge for a full day shift, shall receive one dollar and seventy-five (\$1.75) per hour in addition to her regular salary and applicable premium allowance. It is understood that in the absence of the Manager of Nursing Care Operations for a full day shift, a nurse on duty will be designated in charge.

21.09 Weekend Premiums

A nurse shall be paid a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

21.10 Shift Premium

A nurse shall be paid a shift premium of two dollars and twenty cents (\$2.20) for each hour worked which falls within the hours defined as an evening shift and two dollars and thirty-five cents (\$2.35) for each hour worked which falls within the hours defined as a night shift.

Tour differential will not form part of the nurse's straight time hourly rate. The defined hours of an evening shift shall be 1500 to 2300 hours and night shift shall be 2300 to 0700 hours.

21.11 (a) Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Accountability Standards for RNs and RPNs Working with Students*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Home determines to be appropriate training. Any information that is provided to

the Home by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Home will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Where a nurse is assigned nursing student supervision duties, the Home will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students.

- (b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
- (c) Mentorship

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

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

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

The Home will pay the nurse for this assigned additional responsibility a premium of sixty cents (\$0.60) per hour, in addition to her or his regular salary and applicable premium allowance.

21.12

Retroactivity

- (a) Except as otherwise provided, all awards and agreements which affect money payments by the Employer to individual nurses shall be retroactive to April 1, 2018, for all paid hours since that date and employees shall be paid such sums within one month of the date of the memorandum of settlement or award.

Interest on such retroactivity shall be payable from the day after the elapsing of one month after the date of the Memorandum of Settlement or award.

- (b) For those no longer in the employ of the Centre, the Employer shall give notice of their entitlement to retroactive increases by registered mail, and if mail is not available, by any other method the Employer chooses, provided the Association is notified, to the last residence listed in the Employer's records, with a copy of the notice to be sent to the Association. Such employees will have a period of ninety (90) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the ninety (90) day period, their claim will be deemed to be abandoned.
- (c) Retroactive pay shall be made by separate cheque with an itemized statement showing the number of hours on which retroactivity has been paid, the amount per hour of this payment, and the amounts of retroactive payments for each item other than salary.

ARTICLE 22 – HEALTH & WELFARE

- 22.01
- (a) The Employer agrees to pay 100% of the Ontario Health Tax for all eligible nurses.
 - (b) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums under the Blue Cross Dental Plan #9 (or equivalent) based on the current ODA schedule as it may be updated from time to time. Major Dental 50/50 co-insurance which shall include complete and partial dentures, Crowns, bridgework, and repairs to same and inlays and onlays and orthodontics two thousand (\$2000) per insured dependent child.
 - (c) Group Life Insurance providing coverage in the amount of twice the annual salary of the full-time nurse and in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled, paid at 100% by the Employer.
 - (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums toward coverage of the eligible nurse in the active employ of the Employer under a Metropolitan Insurance extended Health Care plan with no deductible. In addition to the standard benefit coverage this will include hearing aids (maximum \$300.00/person), vision care (\$400.00/24 months), one eye exam per insured person every 24 months and chiropractic, massage therapy, physiotherapy, naturopath and podiatrist (maximum for each of the foregoing of \$350 per insured person annually).

Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) for a total of \$500 annually.
 - (e) The Extended Health Care benefits shall include coverage for Diabetic blood testing supplies and equipment.

The Employer will provide each nurse with a copy of the Extended Health Benefits brochure
- 22.02 Any dispute which may arise concerning a nurse's entitlement to benefits may be subject to grievance and arbitration under the provisions of this Agreement.

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

The Employer will provide the Association with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

22.03 Sick Leave Coverage

Full-time nurses shall accumulate sick leave credits at the rate of one and one-half (1 1/2) working days per month or eighteen (18) working days per year with an accumulated limit of one hundred and twenty (120) working days.

22.04 The Employer may request a physician's certificate for any absence due to illness or injury. The Employer will require a physician's certificate for any absence in excess of three working days.

22.05 Sick leave credit is earned for each month in which a full-time nurse receives at least ten (10) days pay.

22.06 Sick benefits drawn upon will be deducted from a nurse's accumulated credit. When deducting credits from sick leave, only the regular working days of any nurse absent on sick leave will be charged against sick leave credits. Leave covered by the Workplace Safety and Insurance Act is not chargeable against sick leave credits.

22.07 In the case of death, payout shall be made to the nurse or her estate. The amount of the payout shall be a cash settlement at the nurse's then current salary rate for any unused sick credits up to a maximum of six month's salary.

22.08 Sick leave credits from date of employment as a full-time nurse will be credited to full-time nurses upon completion of the probationary period.

22.09 A record of all unused sick credit will be kept by the employer and a statement of the amount of illness allowance accumulated by each nurse will be provided individually on bi-weekly paystubs.

22.10 If a nurse leaves work prior to completion of four (4) hours worked during the tour of duty due to illness, she shall be paid for one half the tour and one half day sick leave, otherwise a full day's pay.

22.11 Long Term Disability Plan

The Home will pay fifty percent (50%) of the billed premium towards long term disability plan and the employee will pay the balance of the billed premium through payroll deduction. A description of the plan will be provided to each employee.

22.12 A nurse who transfers from full-time to part-time may elect to retain her accumulated sick leave credits to be utilized during part-time or subsequent full-time employment.

- 22.13 Any dispute which may arise concerning a nurse's entitlement to sick leave allowance or long term benefit may be subject to grievance or arbitration under the provisions of this agreement.
- 22.14 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- 22.15 The Employer shall continue to pay pension contributions and the premiums for benefit plans including sick leave credits, LTD premiums for nurses who are on paid leave of absence, WSIB, U.I.C. sick benefits, L.T.D. benefits, or anytime a salary is received. Nurses who are on a lay-off may continue to participate in the benefit plan, as they request, provided they make arrangements for payment.
- 22.16 A nurse who is waiting for approval of her WSIB Claim may utilize benefits under the sick leave allowance provision of the agreement. Any payment will be refunded to the Centre, following determination of the claim by WSIB.
- 22.17 The Employer shall provide the Association and each nurse with information booklets outlining all of the benefit plans defined in this Article.
- 22.18 Retirement Plan
- The Employer will continue to provide a contributory retirement plan to his employees. A booklet describing the plan will be provided to each employee when he/she becomes eligible to participate in the plan.
- 22.19 Percentage In Lieu Of Fringe Benefits
- In addition to their applicable straight time rate for each hour worked, regular part-time employees, casual employees, and temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except, salary, vacation pay, shift premium, stand-by pay, call-back guarantee, responsibility allowance, court attendance, bereavement pay, educational allowance, and reporting pay) an amount, added to their straight time hourly rate for all straight time hours paid, of fourteen percent (14%).
- It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further agreed that pension is included within the percentage in lieu of fringe benefits.
- A part-time nurse who chooses to enter the pension plan will have her percentage in lieu reduced to 10.5%. Part-time nurses who choose not to enter the pension plan shall continue receiving fourteen percent (14%) in lieu of benefits as per the first paragraph of Article 22.19.
- 22.20 Benefits Age 65 and Older
- Semi-private hospital insurance, extended health care benefits and dental benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

ARTICLE 23 – RETURN TO WORK

- 23.01
- (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the Ontario Human Rights Code.
 - (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.
 - (c) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

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

23.02 Modified Work/Return to Work

- (a) When it has been medically determined that an employee is ready to return to work, the Home and the Union will meet with the affected employee and the Director of Care to create and recommend a return to work plan. The Plan will include developing and recommending strategies for:
 - i) Integrating accommodated workers back into the workplace;
 - ii) Educating employees about the legal, personal, organizational aspects of disabled workers to work;
 - iii) In creating a return to work plan, the Home and the Union will examine the disabled employee abilities and accommodation needs to determine if the employee can return to her/his:
 1. Original position;
 2. Original position with modifications to the work area and/or equipment and/or the work arrangement; or,
 3. Alternate positions outside the original position.
- (b) In creating a return to work plan, the parties will consider the employee's abilities and accommodation needs and if she/he is unable to return to

work, the parties will identify any positions in the Home in which the employee may be accommodated.

- (c) An employee in need of permanent accommodation may be temporarily accommodated until a permanent arrangement is established.
- (d) The parties will monitor the status of accommodated employees and the status of employees awaiting accommodation.

23.03 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 24 – RETIREMENT INCOME PLAN

24.01 The Nursing Homes and Related Industries Pension Plan

Effective January 1st, 2013 in this Article, the terms used shall have the meanings as described: “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

- (a) the straight time component of hours worked on a holiday;
- (b) holiday pay, for the hours not worked; and
- (c) vacation pay.

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed four hundred and fifty (450) hours of service.

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

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

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

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

24.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute

towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

24.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

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

(a) To be Provided Once Only at Plan Commencement

Date of Hire
 Date of Birth
 Date of First Remittance
 Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(b) To be Provided with each Remittance

Name
 Social Insurance Number
 Monthly Remittance

Pensionable Earnings

Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) To be Provided Periodically

Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year Termination date when applicable.

(d) To be Provided Once, if they are Readily Available

Gender

Marital Status

- 24.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If not resolved, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.
- 24.07 Employees may make additional voluntary contributions to their RRSP based on whole number percentages, (example 1%, 2%, etc.) up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Employer.
- 24.08 Where legislation or the Plan prohibits an employee from contributing to a pension plan because of age, an amount equivalent to the deductions in Article 23.02 will be paid to the employee on their regular pay.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

25.01 Violence Prevention and Control

The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employees will be condoned in the workplace.

The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. Employees as referred to herein shall mean all employees of the Employer.

- (a) The Employer in consultation with the joint health and safety committee shall review and make recommendations with regards to violence prevention and control measures, procedures, practices, equipment and training for the health and safety of workers.
- (b) At least once a year the violence prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge practice and available funding.

- (c) The review and revision shall be done more frequently than annually if,
 - i) the employer, on the advice of the joint health and safety committee determines that such review and revision is necessary; or
 - ii) there is a change in circumstances that may affect the health and safety of a worker.
- (d) The joint health and safety committee will conduct initial and on-going risk assessments to determine violence prevention and control measures, procedures, practices, equipment and training.
- (e) Employees involved in a critical incident will be given the contact information for the Employee Assistance Program immediately.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behavior. Such a system shall include flagging measures such as:

- i) Information about individual residents triggers;
- ii) Pre-admitting checklist;
- iii) Computerized record of resident's history of violence;
- iv) Readily visible signage on the outside of the resident chart;
- v) Visible notation on the face sheet of the resident chart;
- vi) Signage for resident room doors;
- vii) Signage at bedside if multiple occupancy room and;
- viii) A method to communicate pertinent information about a resident and associated visitors to all employees.

(g) Damage to Personal Property

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

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

25.02 Needlesticks / Sharps Safety

- (a) The Employer shall, in conjunction with the joint health and safety committee, further develop the Needlesticks and Sharps Safety Policy

which will identify recognized existing or potential exposure risks and will include recommendations for best practices and procedures to reduce potential exposure.

- (b) Incident reports will contain detailed information including the type of device involved, the manufacturer, brand and model, the department of work area where the exposure occurred and an explanation of how the incident occurred.
- (c) The incidents of needle sticks shall be reviewed regularly by the joint health and safety committee and updated as required to reflect changes in technology and practices that will help eliminate exposure to bloodborne pathogens.
- (d) The Employer, through the joint health and safety committee, shall adopt the measures determined by the policy to ensure timely provision of post exposure medical attention to any employee who receives a sharps injury.

25.03 Musculoskeletal Injury Prevention and Control

The Employer in consultation with the joint health and safety committee agrees to examine, implement and amend a appropriate, policies pertaining to the provisions of a safe and healthy workplace and musculoskeletal injury prevention as needed on an annual basis.

25.04 Personal Protective Equipment

- (a) An employee who is or may be required by his or her Employer or by law to wear or use any protective clothing, equipment or device including N-95 masks shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (b) Personal protective equipment that is to be provided, worn or used shall:
 - i) be properly maintained;
 - ii) be fit tested at the time of orientation and at the request of the nurse where a significant change has occurred.
 - iii) be inspected for damage or deterioration;
 - iv) be properly stored in a convenient, clean and sanitary location when not in use.

ARTICLE 26 – MISCELLANEOUS

26.01 Bulletin Boards

The Employer shall provide one bulletin board for the purpose of posting association notices. All notices and postings shall be consistent with the terms of this Agreement.

The Association bulletin board shall not be used for posting or distributing political matters or Association matters not directly related to the bargaining unit and the administration of this Agreement.

26.02 The Employer will continue its current practice related to parking provisions. This continuance of this present practice is contingent on the existing circumstances relating to availability and costs remaining unchanged.

26.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean plural.

26.04 The Employer shall provide copies of all existing policies and rules to the Association. Prior to effecting any changes in the Employer's policy or Centre rules which would affect nurses covered by this Agreement, the Employer shall first discuss the policy with the Association prior to any such change.

26.05 Each nurse shall keep the Employer informed of changes to relevant employment information.

26.06 Where a medical examination is required to comply with a statute, a nurse may choose her personal physician.

26.07 When a nurse, in the exercise of her functions, suffers damage to her personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Employer shall provide for replacement or repair at no cost to the employee.

The employee will present her or his claim to the Employer within seven (7) days of the event.

26.08 Communicable Diseases

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

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

any outbreak period. If there is a dispute between the physicians, the employee will be placed on unpaid leave.

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

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

- 26.09 Within thirty (30) days of receipt of a written request from the nurse, the Employer will provide the nurse with a letter of employment. The letter will detail the nurse's employment status (FT, PT, Casual), the dates of employment, seniority and position at the time that the letter is issued.

ARTICLE 27– DURATION

- 27.01 This agreement shall be binding on the parties and remain in effect from April 1, 2018 for a period ending March 31, 2020 and shall be renewed from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of the contract that it desires to amend its provisions.
- 27.02 Where notice to amend the agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed.

DATED AT Ottawa, ONTARIO, THIS 19th DAY OF June, 2019.

FOR THE EMPLOYER:

"Laurence Grant"

"Heather Morrison"

"Marilyn Moon"

FOR THE UNION:

"Sharleen Corrigan"
Labour Relations Officer

"Suja Thomas"

"Gorrett Ponte"

SALARY SCHEDULE

	Registered Nurse		
Step	Current	April 1, 2018 (1.4%)	April 1, 2019 (1.75%)
Start	\$32.21	\$32.66	\$33.23
1 Year	\$32.36	\$32.81	\$33.39
2 Years	\$32.90	\$33.36	\$33.94
3 Years	\$34.52	\$35.00	\$35.62
4 Years	\$36.15	\$36.66	\$37.30
5 Years	\$38.19	\$38.72	\$39.40
6 Years	\$40.24	\$40.80	\$41.52
7 Years	\$42.30	\$42.89	\$43.64
8 Years	\$45.31	\$45.94	\$46.75
25 Years	\$46.11	\$46.76	\$47.57

LETTER OF UNDERSTANDING

Between:

GLEBE CENTRE INC.

And:

ONTARIO NURSES' ASSOCIATION

Re: Supernumerary Positions

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

DATED AT Ottawa, ONTARIO, THIS 19th DAY OF June, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

"Laurence Grant"

"Sharleen Corrigan"
Labour Relations Officer

"Heather Morrison"

"Suja Thomas"

"Marilyn Moon"

"Gorrett Ponte"
