

COLLECTIVE AGREEMENT

Between:

THE SALVATION ARMY MEIGHEN HEALTH CENTRE
(hereinafter referred to as the "Employer")

And:

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

Expiry: March 31, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	1
ARTICLE 4 – DEFINITIONS.....	2
ARTICLE 5 – NO DISCRIMINATION.....	4
ARTICLE 6 – NO STRIKE OR LOCKOUT.....	7
ARTICLE 7 – ASSOCIATION SECURITY.....	7
ARTICLE 8 – UNION COMMITTEES AND REPRESENTATIVES.....	9
ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURES.....	10
ARTICLE 10 – SENIORITY.....	14
ARTICLE 11 – EMPLOYEE FILES.....	21
ARTICLE 12 – LEAVE OF ABSENCE.....	22
ARTICLE 13 – PAID HOLIDAYS.....	30
ARTICLE 14 – VACATIONS.....	32
ARTICLE 15 – SICK LEAVE.....	35
ARTICLE 16 – HOURS OF WORK.....	36
ARTICLE 17 – PREMIUM PAYMENTS.....	38
ARTICLE 18 – BENEFITS.....	40
ARTICLE 19 – RETIREMENT INCOME PLAN.....	41
ARTICLE 20 – PROFESSIONAL RESPONSIBILITY.....	44
ARTICLE 21 – ORIENTATION AND INSERVICE.....	45
ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY.....	47
ARTICLE 23 – MISCELLANEOUS.....	53
ARTICLE 24 – COMPENSATION.....	54
ARTICLE 25 – DURATION.....	56
APPENDIX “A” – WAGE SCHEDULE.....	58
APPENDIX “B” – GRIEVANCE FORM.....	60
APPENDIX “C” – ONTARIO NURSES’ ASSOCIATION (ONA) LONG-TERM CARE (LTC) PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM.....	61
APPENDIX "D" – LETTERS OF UNDERSTANDING.....	66
RE: MENTORSHIP GUIDELINES.....	66
RE: E-LEARNING.....	69
RE: REGISTERED NURSE STAFFING.....	71

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union 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 employees wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses, RAI MDS and Education Program Leader and Registered Practical Nurses employed by The Salvation Army Meighen Health Centre in Toronto, Ontario, save and except the Assistant Directors of Care and persons above the rank of Assistant Director of Care.

Note: The Employer recognizes the Union as the sole and exclusive bargaining agent for the RAI Coordinator if the position is occupied by a Registered Nurse or a Registered Practical Nurse.

- 2.02 The Employer agrees that it shall not enter into any other agreement with the employees for which the Union has bargaining rights either individually or collectively which shall conflict with any of the provisions of this Agreement.
- 2.03 The Employer shall notify the Union of its management staff and any changes thereto.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Association acknowledges that the management of the Salvation Army Meighen Health Centre and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, discharge, suspend or otherwise discipline nurses, provided

that a claim of discharge or discipline without cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) determine, in the interest of efficient operation and highest standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work, procedures, programs and the working establishment for the service and the location of work;
- (d) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, services to be provided, hours of work, work assignments, methods, procedures and equipment in connection therewith;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the nurses.

3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – DEFINITIONS

4.01 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.

4.02 The Employer recognizes the following categories of employees:

- (a) a “full-time employee” is an employee who normally works the full-time hours as defined in this Collective Agreement (Article 16.01).
- (b) A “part-time employee” is an employee who normally works less than the full-time hours, and who offers to make a commitment to be available for work on a regular predetermined basis.
- (c) “Casual/relief employee” is defined as one who is employed as an “on call” as needed basis.

4.03 “Supervisor” or “Immediate Supervisor”, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.

4.04 (a) A “Registered Nurse” and a “Registered Practical Nurse” mean a nurse who holds an applicable General Class Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professionals Act, and The Nursing Act.

A nurse who holds a Temporary Certificate of Registration must obtain her General Class Certificate of Registration prior to the expiry

of her Temporary Certificate. If the nurse fails to obtain her General Class Certificate of Registration prior to the expiry of her Temporary Class Certificate of Registration, but in any case not longer than one year from her date of hire, she will be deemed to be not qualified for the position of registered nurse or registered practical nurse, as applicable, and she or he may be placed on an unpaid leave of absence, for the purpose of rewriting her/his Certificate of Registration, otherwise she or he will be terminated from the employ of the Centre. Such termination shall not be the subject of a grievance or arbitration.

A nurse who holds a Temporary Class Certificate of Registration will be classified for the purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement.

- (b) "Position" refers to the assigned duties and responsibilities of a nurse in reference to their job description, i.e., "Nurse Designate" or "Charge Nurse".
- (c) "Classification" refers to the professional designation held by a nurse, i.e., "Registered Nurse" or "Registered Practical Nurse".

4.05 The word "employee" when used throughout this Agreement shall mean persons included in the above-described bargaining unit. Any reference to a specific classification will be stated in the provision.

4.06 (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit except for the purpose of instruction, experimentation, in the event of an emergency situation or situations when there are no bargaining unit employees who have made themselves available prior to the work being done. The above will not apply to special nurses employed by the residents.

(b) The Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.

(c) The Employer agrees that, when it decides not to fill a position following an employee's resignation, the Employer will notify the Union of this decision. The Union may request a meeting to make representations on this matter.

4.07 The Employer agrees to employ sufficient registered staff and Personal Support Workers to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies in accordance with Article 10 so that any unmet care undertaking will be satisfied.

- 4.08 No RN will be laid off as a result of reassignment of work to RPN's. The employer will comply with the staffing obligations in the Service Agreement.
- 4.09 The parties shall engage in meaningful discussions respecting complements based on the benchmarks in the Price Waterhouse Coopers report and the staffing obligations set out in the Service Agreement. The parties shall meet within four (4) weeks of any request, by either party, to convene a meeting and there shall be no minimum or maximum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
- 4.10 The Employer and the Union will meet to discuss the implementation of government initiatives that impact on the bargaining unit.
- 4.11 The Employer will ensure that staffing levels, including the number of RN's in the Meighen Health Centre are in accordance with the current legislation.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his or her rights under the Collective Agreement.
- 5.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age as defined by the *Ontario Human Rights Code*, marital status, family status, disability or any other factor which is not pertinent to the employment relationship.
- 5.04 (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, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability." *Ontario Human Rights Code*, section 5(2).

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be

known to be unwelcome. *Ontario Human Rights Code*, section 10(1)

- (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.” *Ontario Human Rights Code*, section 7(2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) Every person has a right to be free from,
- i) “a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.” *Ontario Human Rights Code*, section 7(3).
- (d) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process in The Salvation Army Respect in the Workplace Policy. If a satisfactory resolution of the complaint is not achieved, the employee may file a grievance under Article 9 of this Agreement.

5.05

Workplace Accommodation

- (a) The Employer and the Union recognize their joint duty to accommodate disabled employees and agree to abide by the Ontario Human Rights Code with respect to accommodation of an employee with a disability
- (b) When it has been medically determined that an employee is unable to return to full duties of her position due to a disability, the Employer will meet with the employee and the Bargaining Unit President or their designate and if they wish, the staff representative of the Ontario Nurses’ Association to discuss the circumstances surrounding the employee’s return to suitable work. The Employer will pay the employee and the Bargaining Unit President or their designate for all time spent in return to work meetings.
- (c) 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.

- (d) Positions established in order to accommodate a disabled employee will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question, or if the employee ceases to require accommodation.

5.06 The Employer will provide an updated list of information to the Bargaining Unit President and the Labour Relations Officer on a quarterly basis which will include the following:

- (a) Employees who go off work due to a work related injury/illness, including the date and type of injury/illness
- (b) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits
- (c) Employees off for thirty (30) days or longer due to illness/injury
- (d) Employees who are absent from work because of disability who are in receipt of Long Term Disability benefits, including last day worked
- (e) Employees who are currently on a temporary modified work program
- (f) Employees who require temporary modified work
- (g) Employees who are currently permanently accommodated in the workplace
- (h) Employees who require permanent accommodation in the workplace

5.07 Modified Work/Return to Work

- (a) The Employer agrees to provide the Union and the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.

Return to Work Plan

- (b) When it has been medically determined that an employee is ready to return to work the Employer, the employee and the Union will meet to create and recommend a return to work plan.

In creating a return to work plan, the Employer, the employee, the Union and the Director of Care will examine the disabled employee's abilities and accommodation needs to determine if the employee can return to her/his:

- i) Original position and unit;

- ii) Original position/unit with modifications to the position and/or work area and/or equipment and/or the work arrangement;
 - iii) Alternate suitable positions outside the original unit.
- (c) The parties will agree to a written agreement for temporary accommodations.
 - (d) When the parties agree to a permanent accommodation, whether or not a job posting is waived, the parties will sign an agreement containing the details of the accommodation. Except in a situation where the employer would incur undue hardship.
 - (e) In the event the accommodation placement is unsuccessful, the parties will meet to determine next steps. The undue hardship principle may still apply.
 - (f) The committee will monitor the status of accommodated employees and the status of employees awaiting accommodation.

5.08 Whistle Blowing Protection

Provided an employee 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, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

ARTICLE 6 – NO STRIKE OR LOCKOUT

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

ARTICLE 7 – ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.
- 7.02 Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.

- 7.03 If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the Association, the Employer shall make the deduction in the manner agreed to by the parties.
- 7.04 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.
- 7.05 The amount of the regular monthly dues shall be those authorized by the Association and the Vice-President, Finance, of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's exclusive authority to make the deduction specified.
- 7.06 In consideration of the deducting and forwarding of the 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 7.
- 7.07 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Association, 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 employees (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 employees' 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 leaves of absence of greater than one (1) month, returns from leaves of absences. A copy of this list will be sent concurrently to the local Association. The Employer shall provide the Association with the information currently provided, in an electronic format using the ONA Excel CVS Template. 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.

The Union may forward any question regarding the dues deduction report in writing (or e-mail) to the Executive Director (or designate). The Employer will respond to such requests within two (2) weeks.

The list provided for in Article 7.07 shall include any other information that is currently provided to the Association. Additionally, the Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

ARTICLE 8 – UNION COMMITTEES AND REPRESENTATIVES

Note: All references to representatives and committee members in this Agreement shall be deemed to mean representatives and committee members who are employed by the Employer.

8.01 The Employer shall recognize the following representation:

- (a) A grievance committee of three (3) employees; one of whom will be the alternate. For clarity, all three employees will be invited to the grievance meeting but only one (1) employee need attend.
- (b) A negotiating committee of three (3) employees and a Labour Relations Officer of the Ontario Nurses' Association;
- (c) Three (3) Union Representatives;
- (d) Union-Management Committee

A Union-Management Committee composed of an equal number of representatives of the Employer and the Union. Meetings of this Committee shall be held at the request of either party, but no more than once quarterly. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

8.02 The Union will supply the Employer with the names of its representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.

8.03 The Union recognizes that Union Representatives have regular duties to perform on behalf of the Employer and such persons shall not leave their duties for purposes described in Article 8.01 without first obtaining permission from their immediate supervisor. Upon completion of such business the Union Representative shall report to her supervisor and then return to her regular duties.

8.04 It is agreed that so far as possible all activities of the Union Committee shall be carried on outside the regular working hours of the members therefore, unless otherwise mutually agreed.

8.05 The Union may hold meetings on the Health Centre's premises, providing permission, from the Director of Employee Relations or designate, has been first obtained from the Health Centre.

- 8.06 The Union committees shall have the right to have the assistance of representatives or consultants from or acting on the behalf of the Ontario Nurses' Association.
- 8.07 The Employer agrees that a Union representative shall be given the opportunity of meeting with each newly hired employee as early as practical during the first two (2) weeks of employment. The meeting will be limited to fifteen (15) minutes. Such meetings shall take place on the Employer's premises at a time and place mutually agreed upon by the new employee, the representative and the Director of Care or designate.
- 8.08 The Employer shall pay designated Union representatives and Committee members their respective salaries, at their straight time hourly rate of pay exclusive of overtime, for all time lost from regularly scheduled hours and for all time spent outside of regularly scheduled hours while attending meetings with the Employer, including but not limited to negotiations, return to work meetings, employee investigations and disciplinary meetings, joint grievance meetings up to but not including the arbitration stage.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURES

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity of adjusting the complaint.
- 9.03 Time limits specified in the grievance and arbitration procedures may be extended by written, mutual consent of the parties. Should the Employer fail to respond within the specified time limits or by the end of any agreed period of extension, such failure to respond shall be deemed to be a denial of the grievance. Should a complaint or grievance not be commenced or advanced within the specified time limits or by the end of any agreed period of extension, it shall be considered to be settled or abandoned.
- 9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 9.05 In all steps of this grievance procedure an aggrieved employee, if she so desires, may be accompanied by or represented by her Union representative. In the case of an employee subject to discipline or discharge, the Employer shall notify the employee of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the Bargaining Unit President.

9.06 Step 1 – Discussion with Supervisor

- (a) If an employee has a complaint, the employee shall discuss it with the immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred, or ought reasonably to have come to the attention of the employee.
- (b) The supervisor shall give her or his decision within ten (10) calendar days of the discussion.

Step 2 – Submitting the Grievance to the Supervisor

- (c) If a settlement satisfactory to the employee concerned is not reached, the employee may submit a grievance in writing to the Supervisor or his or her designate within ten (10) calendar days following the reply of the supervisor. The grievance will be on the form set out in Appendix “B”, and will indicate the nature of the grievance and the remedy sought by the grievor. The supervisor shall respond to the grievance, on the grievance form, within ten (10) calendar days.

9.07 Step 3 – Meeting with Executive Director or Designate

- (a) If the Parties cannot agree to resolve the grievance, following the receipt of the supervisor’s written response (9.06 c) a meeting shall be held between the Executive Director or his or her designated representative, the grievor and a member of the Grievance Committee and the Labour Relations Officer or their designate within fourteen (14) calendar days after the receipt of the response to the grievance at Step 2.
- (b) The decision of the Executive Director or his or her designated representative shall be given in writing within fourteen (14) calendar days following the meeting.
- (c) Should the Executive Director or his or her designated representative fail to render his decision, or failing settlement of any grievance under the foregoing procedure, either party may submit the matter to arbitration.
- (d) If no written notice of intent to submit the matter for arbitration is received within fourteen (14) calendar days after the decision under 9.07 (b) is received, the grievance shall be deemed to have been settled or abandoned.

9.08 Group Grievance

Where two or more employees have a complaint of a similar nature, they may submit a group grievance, provided that it is submitted in writing and signed by each employee who is grieving, within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. A group grievance shall be submitted directly to the Executive Director or his or her designated representative at Step 2 of the Grievance Procedure. The applicable provisions of this Article 9 shall then apply with respect to the processing of such grievance.

9.09 Discharge Grievance

(a) Discharge of a Seniority Employee

An employee who has completed the probationary period shall only be discharged from employment for just cause. A claim by such an employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director or his or her designate within fourteen (14) calendar days after the employee has received her discharge notice. Such grievance shall be submitted at Step 2 of the Grievance Procedure.

(b) Release of a Probationary Employee

The release of a probationary employee for reasons based on performance and ability to perform the job, including skills, suitability and availability, shall not be subject to the grievance and arbitration procedures unless the employee is released for reasons which are arbitrary, discriminatory or in bad faith, or for exercising a right under this Collective Agreement.

The Employer agrees to provide written reasons for the release of a probationary employee within seven (7) days of such release.

A grievance alleging discharge of a probationary employee contrary to this provision shall be submitted in writing to the Executive Director or his or her designate within fourteen (14) calendar days after the employee has received her release. Such grievance shall be submitted at Step 2 of the Grievance Procedure.

9.10 Policy Grievance

Any difference arising directly between the Association and the Employer relating to the interpretation, application or alleged violation of the Agreement may be submitted in writing by either party as a policy grievance.

A Policy Grievance shall be submitted within ten (10) calendar days after the circumstances have occurred or ought to reasonably have come to the attention of the grieving party.

A meeting will be held between the parties at Step 2 of the Grievance Procedure within fourteen (14) calendar days. The responding party shall reply within fourteen (14) calendar days after the meeting, and failing settlement, the matter may be referred to arbitration.

9.11

Arbitration

- (a) No matter shall be referred to arbitration unless it has been properly carried through all the steps of the Grievance Procedure.
- (b) 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 arbitral, or where an allegation is made that this Agreement has been violated, either party may notify the other party of its decision to submit the difference or allegation to arbitration.
- (c) Board of Arbitration
 - i) The notice shall be delivered in writing to the other party within fourteen (14) calendar days from the reply under Step 3, and shall contain the name of the first party's appointee to an Arbitration Board.
 - ii) The recipient of the notice shall, within fourteen (14) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson.
- (d) Request for Sole Arbitrator
 - i) The Employer and the Union may, by written agreement for any grievance or grievances, substitute a sole arbitrator for the Board of Arbitration provided for herein (whether or not that Board has been constituted) and the single arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration hereunder.
 - ii) A request for a sole arbitrator shall be addressed to the second party and shall contain the name of an arbitrator recommended to resolve the dispute. The second party shall reply within fourteen (14) calendar days thereafter, either agreeing to submit the dispute to a sole arbitrator or requiring the use of an Arbitration Board

- iii) If the second party agrees to the appointment of a sole arbitrator, this party shall reply within fourteen (14) calendar days, either accepting the recommended arbitrator or providing the name of an alternate recommended arbitrator to resolve the dispute.
- iv) If the second party does not agree to the appointment of a sole arbitrator, this party shall reply within fourteen (14) calendar days, so informing the first party, and providing the name of its appointee to a Board of Arbitration. The process shall then accord with the timelines set out in Article 9.11 (c) ii).
- (e) If the parties are unable to agree upon a Chairperson for a Board of Arbitration, or a sole arbitrator, as applicable, within a further thirty (30) calendar days, the parties agree to have the Ministry of Labour appoint one.
- (f) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- (g) The decision of a majority is the decision of the Arbitration Board, but if there is not a majority the decision of the Chairperson shall govern.
- (h) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (i) Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.

9.12 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union, and the employees concerned.

ARTICLE 10 – SENIORITY

- 10.01 (a) Seniority for full-time employees shall be defined as length of continuous service with the Employer since the date of last hire.
- (b) Seniority for part-time employees (for the purposes of Article 10 or in the vacation selection process only) shall be based on the total number of full-time or part-time hours paid since the date of last hire. Sixteen hundred (1600) hours shall be the equivalent to one (1) year of full-time seniority.

- (c) Seniority for casual employees (for the purposes of Article 10 or in the vacation selection process only) shall be based on the total number of full-time or part-time hours paid since the date of last hire. Sixteen hundred (1600) hours shall be the equivalent to one (1) year of full-time seniority.
- (d) A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of 1600 paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa.

Note: For clarity, it is understood and agreed that "hours paid" is a measure of time, regardless of the rate of pay or any premium.

- 10.02 (a) Newly employed full-time employees will be considered probationary for the first four hundred and fifty (450) hours worked.
- (b) Newly employed part-time employees will be considered probationary for the first four hundred and fifty (450) hours worked.
- (c) Newly employed casual employees will be considered probationary for the first four hundred and fifty (450) hours worked.
- (d) On completion of the probationary period, seniority shall be credited as provided in Article 10.01 herein.

10.03 The Employer will keep up-to-date seniority lists for each position, and separately for full-time and part-time employees within each position, and will post the same in a conspicuous place, and will revise the lists every six (6) months and prior to any layoff, and will supply copies of the current list to the Union.

- 10.04 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
 - i) when on approved leave of absence with pay;
 - ii) when on an approved leave of absence without pay, for the period up to the end of the first thirty (30) calendar days;
 - iii) when absent due to illness for any reason, whether in receipt of illness allowance or not, for a period of thirty (30) months;
 - iv) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for a period of thirty (30) months.
 - v) when on pregnancy or parenting leave.

- (b) For part-time or casual employees on leave of absence for any of the reasons set out in Article 10.04 (a), the rate of accumulation of seniority will be based on the employee's normal weekly hours over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week when the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar weeks.

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

- (a) When on an approved leave of absence without pay, not provided for in Article 10.04 (a) ii) above;
- (b) When absent due to layoff for a period of thirty-six (36) calendar months;

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

- (a) Voluntarily resigns or retires his or her employment;
- (b) Is discharged and the discharge is not reversed through the grievance or arbitration procedures;
- (c) Is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) Is laid off for more than thirty-six (36) calendar months;
- (e) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted, unless the employee gives a satisfactory explanation;
- (f) Refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to operate adequately, unless a satisfactory reason is given to the Employer;
- (g) Fails upon being notified of a recall to a position of the same employment status (FT *versus* PT) held prior to the layoff to signify her intention to return within seven (7) calendar days of sending the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after she has received the notice of recall or such further period of time as may be agreed to by the parties.

10.07 Job Vacancies and Postings

- (a) Where a vacancy which is expected to exceed sixty (60) calendar days (except as provided in Article 10.10 (a)) and which the

Employer intends to fill occurs in the bargaining unit, or where the Employer establishes a new position within the bargaining unit, the Employer shall post the vacancy in the workplace for a period of ten (10) consecutive calendar days, and shall give a copy of the job posting to the Bargaining Unit President. Postings for these vacancies shall be posted with the start and end date. Postings will include the unit, shift, hours of work, rotation. The Employer may advertise externally during the internal posting period, it being understood that no external applications will be reviewed prior to all internal applicants (if any) being awarded or denied the position.

- (b) An employee may make written application to her immediate supervisor for such vacancy within the period of the posting. Where an employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
- (c) Applicants will be considered in accordance with Article 10.08.
- (d) Unsuccessful applicants will be notified.
- (e) At the request of an unsuccessful candidate, the Employer will discuss with the employee ways in which she can improve her qualifications for future postings.
- (f) Subsequent vacancies caused by the filling of an earlier vacancy shall be posted for seven (7) consecutive calendar days.
- (g) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (h) Absent exceptional circumstances, the Employer will endeavour to move nurses who have been selected for positions in accordance with Articles 10.07 (a) and (b), 10.08 and 10.10 (a) and (b) into their positions within forty-five (45) days of their selection to the positions.
- (i) A list of all vacancies that were filled in the preceding month under this provision, including the names of the nurses selected and the anticipated duration of the vacancy will be provided to the Bargaining Unit President or designate.

10.08 In all cases of transfer or promotion the following factors shall be considered:

- (a) skill, ability, experience and qualifications;
- (b) seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

10.09 Trial Period

- (a) An employee who transfers to a different program or classification shall serve a trial period of two (2) calendar month for full-time employees or two (2) consecutive calendar months for part-time employees. This trial period does not apply to part-time employees becoming full-time, or vice versa. During this period, the position vacated by the employee shall be filled on a temporary basis.
- (b) An employee who is found unsuccessful in the trial period or who wishes to return to her former position, will be returned to her former position during or at the end of the trial period, and the filling of any subsequent vacancies will likewise be reversed

10.10 Temporary Vacancies

- (a) A temporary vacancy within the bargaining unit is a vacancy created by an employee's absence due to pregnancy or parental leave, compensable or non-compensable illness or injury or any other leave of absence, or any other vacancy which is not expected to exceed sixty (60) calendar days.
- (b) A temporary vacancy may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees within the classification or a higher classification in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the bargaining unit. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (c) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
- (d) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
- (e) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.
- (f) The Employer will outline the conditions and duration of such vacancies where possible. Temporary vacancies shall not exceed the duration of the leave required by the incumbent.
- (g) A list of all vacancies that were filled in the preceding month under this provision, including the names of the nurses selected and the

anticipated duration of the vacancy will be provided to the Bargaining Unit President or designate.

10.11 Layoff and Recall

- (a) A layoff shall be defined as a reduction in the workforce or a reduction of the regular hours of work of an employee.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union. Such consent will not be unreasonably withheld.
- (c) Layoff and recall rights for full-time and part-time within a position shall remain separate.
- (d) Employees shall be laid off in reverse order of seniority within position, based on seniority lists updated as of the time of notice of layoff.
- (e) Recall to a part-time or full-time position shall be in order of seniority, provided that the most senior employee has the required skills, ability, experience and qualifications for the position being recalled.
- (f) An employee will respond to a notice of recall sent by registered mail, to the employee's last known address, within seven calendar days of sending and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (g) In the event of an impending layoff expected to last more than two weeks but less than eight (8) weeks or more, the Employer shall:
 - i) provide the Union with as much notice as possible;
 - ii) meet with the Union to review the reasons causing the layoff;
 - iii) provide as much notice as possible of layoff to each affected individual.
- (h) It is understood that any permanent or long-term layoff is an impending layoff expected to last eight (8) weeks or more, and in such cases the Employer shall:
 - i) prior to the implementation of the lay-off and one (1) month prior to providing the notice of lay-off to affected individuals the Employer will meet with the Union to review the reasons causing the layoff;
 - ii) provide working notice in accordance with the Employment Standards Act to each affected individual.

- (i) An employee who has been notified of a layoff expected to last eight (8) weeks or more may:
 - i) accept the layoff and retain their recall rights; or
 - ii) resign and receive severance pay in accordance with the *Employment Standards Act*;
 - iii) elect to transfer to a vacant position within the bargaining unit, provided that she is qualified to perform the available work; or
 - iv) displace another employee in her own position who has less bargaining unit seniority and who is the least senior employee on a unit or area whose work the employee is qualified to perform.
- (j) Severance pay will be in accordance with the *Employment Standards Act*.
- (k) Grievances concerning layoffs and recall shall be initiated at Step 2 of the Grievance Procedure.

10.12 Transfer Outside of the Bargaining Unit

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

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months, shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The Union will be provided notice prior to the commencement of the transfers mentioned above.

A nurse must remain in the bargaining unit for a period of at least five (5) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (a) In the event that a nurse is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.

- (b) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (c) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Labour Relations Officer or designate and the Bargaining Unit President or designate of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Article 10.12, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (d) A nurse who accepts a transfer under Article 10.12 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 11 – EMPLOYEE FILES

- 11.01 Having provided a written request to the Director of Care or designate, an employee shall be entitled to access her employee file for the purposes of reviewing any evaluations, formal disciplinary notations, and other documents contained therein, in the presence of the Director of Care or designate, at a mutually agreeable time.
- 11.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 11.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee fifteen (15) months of active service following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for the fifteen (15) month period, and shall not be referred to or used against the employee once it has been removed from the record.
- 11.04 No document shall be used against an employee where it has not been brought to her attention in a timely manner.
- 11.05 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign 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.
- 11.06 Within fourteen (14) days of receipt of a written request from the nurse, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and job title at the Home.

ARTICLE 12 – LEAVE OF ABSENCE

12.01 (a) Emergency Leave

An employee may take up to ten (10) days per calendar year of unpaid leave to deal with family and medical emergencies, provided the employee is eligible as per the criteria in the Ontario Employment Standards Act.

(b) Personal leave of absence

The Employer may grant a request for leave of absence for personal reasons without pay provided that the employee gives at least one (1) month's clear notice in writing, unless impossible, including the reasons for the leave, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Centre. When applying for such leave, an employee shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

12.02 (a) Union Leave

Leave of absence for Union business shall be given to employees provided that the Union gives the Employer at least two (2) weeks' notice of such leave where possible. Such leaves will not be unreasonably denied. During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer and the Local Union agrees to reimburse the Employer in the amount of the full cost of the salary and Employer contribution to benefits and lieu of benefits in the case of part-time employees.

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least 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.

(b) Leave of Absence: Board of Directors and Local Coordinators of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President or any

employee elected to the position of Local Coordinator shall be granted leave of absence without pay without loss of seniority or benefits up to a total of one hundred (100) days annually. Leave of absence for board members of the Ontario Nurses' Association and Local Coordinators will be separate from the Union leave provided in (a) above. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contribution to benefits and percentage in lieu in the case of part-time employees. The employee must request the leave not less than fourteen (14) calendar days in advance.

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

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to six (6) years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits and percentage in lieu in the case of part-time employees. The employee agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

12.03 Professional and Education Leave

- (a) Leave of absence, without pay, for the purposes of further education directly related to the nurse's employment with the Employer may be granted on written application to the Director of Care or designate. Such leave of absence will be granted in accordance with individual needs and operational requirements and shall not be unreasonably withheld.
- (b) If an employee is required by the Employer to attend short courses, workshops or seminars (e.g. CPR courses) which are directly related to the employee's employment at the Centre, the time so spent in attendance shall be with pay.

Where an employee is required by the Employer to attend a course or workshop outside of her regularly scheduled working hours, the Employer agrees to pay any applicable fees.

- (c) Unpaid leave will be granted to full-time and part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses to a maximum of six (6) days per year. Only one (1) representative may be absent at one time.

12.04

Bereavement Leave

- (a) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of five (5) consecutive working days without loss of pay. It is agreed that immediate family shall include mother, father, husband, wife, brother, sister, son, and daughter.
- (b) When a death of an employee's father-in-law, mother-in-law, grandmother, grandfather, legal guardian, son-in-law, daughter-in-law, grandchildren, and brother-in-law or sister-in-law occurs, the employee shall be granted leave up to a maximum of three (3) consecutive working days without loss of pay.
- (c) When a death of an employee's aunt or uncle occurs the employee shall be granted one (1) day of leave without loss of pay for the purposes of attending the funeral or equivalent service.
- (d) It is understood that if an employee is on sick leave and attends the funeral that the bereavement shall not be charged against sick leave accumulated.
- (e) 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 particularly where extensive travel is required.
- (f) Notwithstanding the above, individuals will be granted flexibility to distribute their Bereavement Leave entitlement over two (2) occasions, not exceeding the entitlements outlined in 12.04 (a) and (b) above, in order to accommodate religious and cultural diversity.

12.05

Pregnancy and Parental Leave

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

- (d) Employees who are newly hired to replace employees who are on approved Pregnancy or Parental Leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with the shifts worked towards the probationary period provided in Article 10 to a maximum of two hundred and twenty-five (225) hours.

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

(e) Pregnancy Leave

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 on Pregnancy Leave as provided under this Agreement, and who has applied for and is in receipt of Employment Insurance Pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental employment 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 (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy/Parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees and casual employees based on the employee's normal weekly hours for the full duration of the Pregnancy in addition to pension contributions if applicable.

(f) Parental Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to Parental Leave.

- ii) Parental Leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent. For employees on Pregnancy Leave, Parental Leave will begin immediately after Pregnancy Leave expires. Parental Leave shall be granted for up to sixty-one (61) weeks in duration in accordance with the *Employment Standards Act* in duration if the employee also took Pregnancy Leave and up to sixty-three (63) weeks in duration if she did not.
- iii) The employee shall give the Employer one (1) month written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental Leave ends up to sixty-one (61) weeks after it began if the employee also took Pregnancy Leave and up to sixty-three (63) weeks after it began if the employee did not, or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.

An employee who is on Parental Leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance Parental benefits pursuant to the Employment Insurance Act, Section 23, shall be paid a supplemental employment 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. The Employer will pay the employee eight-four percent (84%) of their regular weekly earnings during the one (1) week period of leave while waiting to receive Employment Insurance benefits. The amount of any SUB payment (exclusive of the above payment) shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Insurance legislation. The Employer will be provided a copy of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance Pregnancy/Parental benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee does not have any vested right except to receive payments for the covered employment insurance 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 pay the percentage in lieu of benefits for part-time employees and casual employees based on the employee's normal weekly hours for the full duration of the Parental Leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

12.06 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to serve as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at the Home, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the Home, or is required by subpoena to appear as a witness before the College of Nurses of Ontario, the employee will receive pay for those days of her regular schedule during which she is required to be absent and shall not lose service/seniority or regular pay because of such attendance, provided she:

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

all hours spent in such meetings in accordance with Articles 15 and 16.

12.07 Family Medical Leave

- (a) The employer shall grant Family Medical Leave to full-time, part-time, and casual employees who will be providing care or support to a family member who has a serious medical condition and is in significant risk of dying.
 - i) Family Medical Leave is unpaid leave for a period of eight (8) weeks in a twenty six (26) week period.
 - ii) Family Medical Leave can last up to eight (8) weeks and must be taken in full week periods, not in days.
 - iii) The employee may not remain on a leave after the week in which the family member's death occurs, or in any event, after the twenty six (26) week period referred to in the medical certificate.
- (b) Under the Employment Insurance Act, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to EI eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within twenty six (26) weeks and who requires care and support from one or more family members.
- (c) A "Family Member" includes: employee's spouse (includes common law or same sex spouse); a parent, step-parent or foster parent of the employee; a child, step-child or foster child of the employee or the employee's spouse.
- (d) An employee who intends to take a Family Medical leave shall:
 - i) provide written notice to the employer. An employee, who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
 - ii) the employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of 26 weeks.

- (e) The employer shall:
 - i) continue to pay the employer's share of the premiums to certain benefits (i.e, RRSP plans, life and extended health insurance plans, accidental death plans and dental plans) that were provided to the employee before the leave;
 - ii) include the period of the leave in calculating the length of the employee's employment for seniority and other purposes;
 - iii) reinstate the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- (f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- (g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate (whether the employee would be eligible for any further EI benefits would be a matter to be determined by the federal Employment Insurance Commission).
- (h) An employee may be entitled to both Emergency Leave and Family Medical Leave. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

12.08 Special Leave of Absence Days

The Employer may grant a request for a special leave of absence for personal reasons for one (1) day without pay provided that the employee gives the Director of Care or designate at least twenty-four (24) hours' notice and provided that such leave may be arranged without undue inconvenience to the normal operations of the Centre. A response to such request for leave will be provided within the twenty four (24) hour period prior to the requested day off. When applying for such leave, an employee shall indicate the proposed date of departure and return. Such leave shall not be unreasonably withheld.

12.09 Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act*.

ARTICLE 13 – PAID HOLIDAYS

13.01 The following shall be recognized as paid holidays:

- | | |
|-------------------|-------------------------|
| 1. New Year's Day | 6. August Civic Holiday |
| 2. Family Day | 7. Labour Day |
| 3. Good Friday | 8. Thanksgiving Day |
| 4. Victoria Day | 9. Christmas Day |
| 5. Canada Day | 10. Boxing Day |

Employees shall qualify for and receive holiday pay in accordance with the provisions of the *Employment Standards Act*, as amended from time to time.

Accommodations of Spiritual or Cultural Observances

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

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and Employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the Collective Agreement. A lieu day off will be the substitute day in accordance with Article 13.04.

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

13.02 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily shift as set out in Article 16.01.

13.03 Regular full-time and part-time employees will be permitted to take up to two (2) paid personal days per calendar year based on paid time off earned during the preceding calendar year. These paid personal days are for personal business that cannot be taken care of outside regular business hours, and for other events of personal significance. Personal paid days may not be used to extend scheduled vacations.

An eligible employee will earn seven and one-half (7.5) hours of paid time off for every six hundred and fifty (650) hours paid time, excluding paid sick leave.

Personal paid days may be taken only after they have been earned, and they must be used during the calendar year. There shall be no carryover of personal paid days from year to year and there shall be no payment for unused personal days at the end of any calendar year or in the event of termination.

Personal paid days must be applied for, in writing, two weeks in advance.

- 13.04
- (a) If a full-time employee works on a paid holiday, she shall be paid for all hours worked on the holiday at one and one-half (1½) times her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 17.03. In addition, she will receive another day off with pay at her straight time hourly rate times the number of hours in a normal daily shift as set out in Article 16.01 at a mutually agreeable time.
 - (b) If a part-time employee works on any of the holidays listed in Article 13.01, she shall be paid at the rate of one and one-half (1½) times her regular straight time hourly rate for all hours worked on such holiday subject to Article 17.03.
- 13.05
- (a) Lieu days are to be scheduled at a time mutually agreed between the Director of Care or designate and the employee.
 - (b) A request for the scheduling of lieu days must be submitted to the Director of Care or designate at least fourteen (14) days prior to the requested day off.
 - (c) Lieu days may be accumulated up to a total of two (2) days which shall be used prior to November 15th of the year. Accumulated lieu days which have not been used by November 15th will be scheduled by the Director of Care or designate.
- 13.06
- When a full-time employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 13.02, subject to the following:
- In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:
- (a) legitimate illness or accident which commenced with a week of the date of the holiday;
 - (b) vacation granted by the Employer;
 - (c) the employee's regular scheduled day off;
 - (d) a paid leave of absence, provided the employee is not otherwise compensated for the holiday.
- 13.07
- For the purpose of this Article 13 an employee will be considered to have worked on a paid holiday if the majority of hours worked on a shift fall within the paid holiday.

- 13.08 When a holiday falls during an employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.

ARTICLE 14 – VACATIONS

- 14.01 (a) For All Full-time Employees
- i) Vacation time and vacation pay shall be based on length of continuous service as of December 31 of the previous year, in accordance with the table below.
 - ii) Vacation accrues continuously throughout the year to December 31, and is taken in the following calendar year.

Full-time Employees

<u>Completed Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Less than one (1) year	one (1) day for each completed month of service to a maximum of ten (10) days that year	In accordance with the <i>Employment Standards Act, 2000</i>
At least one (1) but less than two (2) years	two (2) weeks	two (2) weeks pay
At least two (2) but less than five (3) years	three (3) weeks	three (3) weeks pay
At least three (3) but less than twelve (11) years	four (4) weeks	four (4) weeks pay
At least twelve (11) but less than twenty (20) years	five (5) weeks	five (5) weeks pay
At least twenty (20) years	six (6) weeks	six (6) weeks pay
At twenty-four (24) years	seven (7) weeks	seven (7) weeks pay

(b) For All Part-time and Casual/Relief Employees

Part-time and casual/relief employees will receive paid vacation in accordance with the following:

<u>Completed Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Less than 1600 hours paid	one (1) day for each completed month of service to a maximum of ten (10) days that year	In accordance with the <i>Employment Standards Act, 2000</i>
At least 1600 but less than 3200 hours paid	two (2) weeks	4% of gross earnings
3200 but less than 4800 hours paid	three (3) weeks	6% of gross earnings
4800 but less than 17600 hours paid	four (4) weeks	8% of gross earnings
17600 but less than 32000 hours paid	five (5) weeks	10% of gross earnings
At least 32000 hours paid	six (6) weeks	12% of gross earnings
At least 38,400 hours paid	seven (7) weeks	14% of gross earnings

- i) Vacation entitlement accrues continuously throughout the year to December 31, and is taken in the following calendar year.
- ii) Vacation entitlement shall be based on length of continuous service as of December 31 of the previous year.
- iii) Vacation pay will be paid on a biweekly basis and the amount of vacation pay that is being paid will appear separately on the employees pay stub.
- iv) For part-time and casual/relief employees, one (1) year of service shall be equivalent to sixteen (1600) hours paid.
- v) For the purpose of calculating part-time and casual/relief vacation pay, gross earnings includes vacation pay and premium pay, but excludes benefits contributions and NHRIPP contributions.

14.02 An Employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation.

14.03 Vacation Scheduling

- (a) Vacations may be taken at any time of the year provided adequate staffing of the Centre can be maintained.
- (b)
 - i) Vacation requests shall be submitted by April 1st. The approved vacation schedule shall be posted no later than May 1st.
 - ii) In cases of conflict, seniority shall be the governing factor with respect to the scheduling of vacations. Employees who fail to submit vacation requests by April 1st shall lose the right to exercise seniority rights in this matter. The vacation schedule shall not be changed except by mutual agreement between the Employer and the employee.
 - iii) One week of vacation shall be defined as seven (7) consecutive calendar days.
- (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- (d) Vacation may commence on any day of the week.

14.04 All employees must take all of their earned vacation prior to December 31st of each year. Employees entitled to twenty (20) days of vacation may request to carryover up to five (5) days of vacation to the next calendar year. Requests to carryover vacation must be made in writing to the Director of Care or designate by September 1st and if approved must be used by March 31st of the following year.

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

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

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

- 14.06 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

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

ARTICLE 15 – SICK LEAVE

- 15.01 The parties agree that the sick leave plan in place prior to the effective date of this Collective Agreement will remain in effect for the duration of this Collective Agreement (in accordance with the terms of The Salvation Army's *Territorial Sick Leave Plan*).

- 15.02 Full-time and part-time employees will be provided sick benefits against loss of income sustained because of illness or non-work related injury. Casual/Relief employees shall not earn sick leave credits.

Eligible employees earn 7.5 hours sick time for every 162.5 hours worked. The maximum sick time accumulated by each employee is limited 750 hours. In calculating hours worked, paid time off such as vacation time will be included except sick time.

To be eligible for sick pay, an employee will endeavour to notify her employer at least two hours before the commencement of her shift where practical.

- 15.03 Credits will be accumulated from the first day worked; however, payments will not become effective until the probationary period of employment has been successfully completed. Any accumulated credits shall not be paid to employees on the termination of employment.

- 15.04 Sick leave credits do not accrue while an employee is on sick leave, non-work-related injury, or unpaid leave of absence.

- 15.05 Each day of sick leave credits shall be paid out on the basis of an employee's regular earnings based on the hours scheduled for work.

- 15.06 Where an employee who is absent from work as a result of illness or injury sustained at work has been away pending approval of claim for WSIB, that employee may utilize her accrued sick leave credits, provided the employee has not received payment from the WSIB and two (2) weeks have elapsed from the date of her reporting the claim to the Employer. The payment will be equivalent to the lesser of the benefits she would receive from WSIB if her claim were approved or the benefit to which she would be entitled under the sick leave plan. Payment will be retroactive to the first date of absence and the employee will submit a written undertaking that any payment will be refunded to the employer following final determination of the claim by the

WSIB. If the WSIB does not approve the claim, the monies paid as an advance will be applied toward the benefit to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue until the employee has exhausted her sick leave credits.

- 15.07 When an employee has completed any portion of her regularly scheduled shift prior to going on sick benefits or Workplace Safety and Insurance Board benefits, the employee shall be paid for the balance of the shift at her regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 12 if she otherwise qualifies.

ARTICLE 16 – HOURS OF WORK

- 16.01 The normal daily shift shall be composed of seven and one-half (7½) consecutive hours in any twenty-four (24) hour period, excluding mealtime. The normal hours of work shall be seventy-five (75) hours in each bi-weekly period.

Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes, which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment.

- 16.02 There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid meal period in each shift. If an employee is recalled to duty during the mealtime or a rest period, equal additional time shall be provided later in the shift.

- 16.03 The normal starting time of the day shift is 0700 hours, of the evening shift is 1500 hours, and of the night shift is 2300 hours.

- 16.04 **Scheduling Regulations**

Scheduling shall be in accordance with the following:

- (a) A full-time or part-time employee shall work permanent days, evenings, or nights, and shall not be required to rotate.
- (b) The Employer will provide full time employees with three (3) consecutive days off at Christmas or New Year's. The Employer will endeavour to provide full time employees with 5 consecutive days off at Christmas and New Year's. The parties agree that scheduling provisions may be waived for the period of December 15th to January 15th.
- (c) Shift schedules and days off determined by the Employer shall be posted at least two (2) weeks in advance for a six (6) week period.

- (d) Requests for special days off are to be submitted to the Director of Care or designate in writing at least two (2) weeks in advance of posting.
- (e) Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts of duty. In any event, it is understood that such an exchange initiated by an employee must be approved by the Director of Care or designate and shall not result in overtime compensation or payment missing from matrix.
- (f) There shall be no split shifts.
- (g) At least two (2) consecutive days off shall be scheduled in a two (2) week period.
- (h)
 - i) Full-time employees shall receive every other weekend off.
 - ii) For the purposes of this clause 16.04 (h), a weekend off is defined as sixty-four (64) consecutive hours off during the period beginning at 0700 hours Friday and ending at 1500 hours Monday.
- (i) At least sixteen (16) consecutive hours off will be scheduled between shifts worked.

16.05

- (a) The Employer agrees to schedule regular part-time nurses to work the days off of a full-time nurse (shadow system).
- (b) When extra tours become available due to vacations, illness, leave of absence, etc. prior to the posting of the schedule, they will be offered to the shadow part-time nurse.

Part-time and casual nurses will give the Employer their availability not less than two (2) weeks prior to the posting of the schedule. In the event that the employee's availability changes, the employee will notify the employer as soon as possible.

- (c) Once the shadow nurse has been given the opportunity to work the number of tours she wishes, or is in an overtime position, the Employer will endeavour to offer the remaining available tours equitably among regular part-time nurses who have made their availability known in accordance with (b) above, and who have not worked seventy-five hours, and/or are scheduled to work less than seventy-five (75) hours, in the bi-weekly pay period. Then additional shifts shall be offered to casual/relief who have made their availability known on the basis of seniority. If there are not casual/relief staff available agency staff may be used after ONA bargaining unit members are offered the additional shifts at premium payment.

- (d) If no nurses are available to work the additional shifts offered in 16.05 (c), Registered Practical Nurses and Registered Nurses will be offered the additional shifts at premium pay. These shifts will be offered on the basis of seniority and will be offered first to full-time, then regular part-time and finally causal/relief nurses. Premium payment will only apply if the Registered Practical Nurse or Registered Nurse are entitled to premium payment in accordance with Article 17.01.
- (e) Registered Practical Nurses will be used to replace Registered Practical Nursing shifts and Registered Nurses will be used to replace Registered Nursing shifts.
- (f) Nurses who were offered additional shifts under 16.05 (c) who declined the shift at regular straight time hourly rate of pay will not be offered the shift at premium pay.

ARTICLE 17 – PREMIUM PAYMENTS

- 17.01 Employees shall not be scheduled or required to work in excess of normally scheduled hours of work without consent except in cases of emergency.
- 17.02 Overtime shall be paid for all hours worked over seven and one-half (7½) hours on a shift and seventy-five (75) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay provided that all such time has been authorized by the Director of Care or designate. Authorization shall not be unreasonably withheld.
- 17.03 Where an employee is required to work on a paid holiday and she is required to work additional hours following her full shift on that day (but not including hours on a subsequent regularly scheduled shift for such employee) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 17.04 An employee who is called in or reports for work as scheduled and is not required to work shall receive a minimum of four (4) hours pay at her straight time hourly rate provided the employee has not previously been notified orally or in writing not to report for work at least four (4) hours in advance.
- 17.05 Where a full-time employee has completed her regularly scheduled shift and left the Centre and is called in to work outside her regularly scheduled working hours, such employee shall receive time and one-half (1 ½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) her regular straight time hourly rate except to the extent that such (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, the employee will receive time and one-half (1 ½) her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.

- 17.06 Effective April 1, 2021, an employee shall be paid a shift premium two dollars and twenty-five cents (\$2.34) per hour for each hour worked which falls within the hours defined as an evening shift, or two dollars and sixty-five cents (\$2.70) for a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift differential will not form part of the employee's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.
- Effective April 1, 2022, an employee shall be paid a shift premium two dollars and twenty-five cents (\$2.39) per hour for each hour worked which falls within the hours defined as an evening shift, or two dollars and sixty-five cents (\$2.80) for a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift differential will not form part of the employee's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.
- Effective April 1, 2023, an employee shall be paid a shift premium two dollars and twenty-five cents (\$2.49) per hour for each hour worked which falls within the hours defined as an evening shift, or two dollars and sixty-five cents (\$2.85) for a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift differential will not form part of the employee's straight time hourly rate. For purposes of this provision, the night shift and the evening shift each consist of 7.5 hours.
- 17.07 Effective April 1, 2021 an employee shall be paid a weekend premium of two dollars and eighty cents (\$2.88) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.
- Effective April 1, 2022 an employee shall be paid a weekend premium of two dollars and eighty cents (\$2.99) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.
- Effective April 1, 2023 an employee shall be paid a weekend premium of two dollars and eighty cents (\$3.06) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.
- 17.08 An employee who works a second consecutive shift of two (2) hours or more shall be entitled to the normal rest periods and one half ($\frac{1}{2}$) hour paid meal period and five dollars (\$5.00), if the Employer is unable to provide a hot meal.
- 17.09 There shall be no pyramiding or duplicating of overtime or premium rates or any other benefits under this agreement unless otherwise specifically provided.
- 17.10 Responsibility Pay (RNs) - Effective April 1, 2018 two dollars (\$2.00) per hour for evenings, nights and weekends.

In the event that more than one (1) RN is on duty, one (1) shall be designated to assume responsibility and shall receive the responsibility pay.

Registered Practical Nurses are paid responsibility pay for the Nurse Designate duties they assume when an Agency Registered Nurse is working as the Nurse Designate.

ARTICLE 18 – BENEFITS

- 18.01 The Employer agrees to provide benefits in accordance with the terms of the employer's benefit plan (see Taking Care Benefit Booklet) as it may be amended or supplemented from time to time by the Employer in its absolute discretion.
- 18.02 The Employer shall pay for existing core benefits as follows:
- Basic Life Insurance (core benefit of one (1) times annual earnings) -100% of premiums.
 - Basic Accidental Death & Dismemberment (core benefit of one (1) times annual earnings) - 100% of premiums.
 - Long Term Disability is 100% paid by the employee. Effective April 1, 2017, the Employer will contribute 25% of LTD premiums (for all LTD options).
 - Health & Dental, 100% of single core coverage premiums; plus where applicable, 50% of the difference in premiums between single core coverage and either the couple core coverage or the family core coverage, as applicable; all additional coverage beyond the core plans shall be paid for by the employee. Effective April 1, 2018, core vision care coverage is \$400 every 24 months; Option 1 coverage is \$500 every 24 months. Laser treatment is part of the limits of vision coverage for all options. Effective August 25, 2015, eye exams will apply per insured, not per employee only. Effective August 25, 2015, eye exam coverage to a maximum of \$100.
- 18.03 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependant coverage is available to the employee to cover her same sex partner and their dependants, in accordance with the terms and conditions of the plan.
- 18.04 In the event of a temporary or permanent layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for sick leave for which laid off employees are not eligible) the Employer shall pay its share of the insured benefits premium ending with the month following the month in which the lay-off occurred or until the laid off employee is employed elsewhere, or whichever comes first. It is the

employee's obligation to advise the employer as soon as they accept employment elsewhere.

- 18.05 Except as otherwise provided, the following shall apply to leaves without pay that exceed thirty (30) continuous calendar days:
- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
 - (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
 - (c) Benefits will accrue from the date of return to employment following such leave of absence.
 - (d) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence, paid or unpaid sick leave, WSIB, for up to 24 months on LTD, and will continue to pay its share of the premium for the benefit plans in accordance with the *Employment Standards Act, 2000* for employees who are on pregnancy / parental leave, or family medical leave or emergency leave. It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues.
 - (e) It is understood that an employee who chooses to continue benefits under (a), (b) or (d) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

ARTICLE 19 – RETIREMENT INCOME PLAN

19.01 The Nursing Homes and Related Industries Pension Plan

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

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

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

- (a) the straight time component of hours worked on a holiday;

- (b) holiday pay, for the hours not worked; 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 nine hundred and seventy five (975) hours of service. Effective March 1, 2018, "Eligible Employee" means full-time, part-time and casual/relief employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

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

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

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

- 19.03 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.

- 19.04 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.

- 19.05 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 be 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

- 19.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.
- 19.07 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.
- 19.08 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 19.02 will be directed to a Mutual Fund of the employee's choice or if the employee chooses will be paid to the employee on their regular pay.

ARTICLE 20 – PROFESSIONAL RESPONSIBILITY

20.01 The parties agree that client care is enhanced if concerns relating to professional practice, client activity, fluctuating workloads, and fluctuating staffing are resolved in a timely and effective manner.

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

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

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

- ii) Failing resolution at the unit level, submit the ONA Professional Responsibility Workload Report Form to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the ONA Professional Responsibility Workload Report Form. The Union-

Management Committee shall hear and attempt to resolve the issue(s) to the satisfaction of the nurse(s). The issue(s) shall be discussed with the Executive Director, Director of Care, the employee(s) involved, the Bargaining Unit Representatives and the Labour Relations Officer.

iii) The Executive Director, Director of Care, the employee(s) involved, the Bargaining Unit President and the Labour Relations Officer will jointly develop and create a written implementation plan to address the issues.

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

20.02 Electronic Professional Responsibility Workload Report FORMS

(a) The parties agree to use the electronic version of the Professional Responsibility Workload Report Form (PRWRF) at Appendix "C".

(b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 9 of the Agreement.

(c) Electronic PRWRFs may be sent, via email, to the applicable manager or designate.

(d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.

(e) The Union undertakes to get a copy of the electronic version signed by the employee(s).

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

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

ARTICLE 21 – ORIENTATION AND INSERVICE

21.01 It is agreed that orientation and in-service programmes will be provided to all employees.

21.02 A newly employed employee shall be entitled to a three (3) day unit and one (1) day general orientation and shall not be placed in charge until she has been fully oriented.

The following minimums are to be observed in the orientation-familiarization of an employee:

- (a) She shall be an additional employee to the usual staffing pattern;
- (b) The employee or employees involved in the orientation-familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.

21.03 The Employer will attempt to schedule all in-service education programmes in a manner which will allow all employees to attend during working hours. Employees who are required to attend such programmes outside their working hours shall be paid at their regular rate of pay.

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

21.05 (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 *Practice Guidelines – Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer 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 Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

(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 Employer 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 Employer will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

The Employer 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 Employer selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

NOTE: See Appendix C, Letter of Understanding re Mentorship Guidelines

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

- 22.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Centre in order to prevent accidents, injury or illness and agree to abide by the Occupational Health and Safety Act. The Employer shall take every precaution reasonable in the circumstances for the protection of the worker. [*Occupational Health and Safety Act s.25(2)(h)*]

The employer will ensure adequate stocks of the N95 respirator or equivalent or better and other personal protective equipment (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic or a new infectious disease.

When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing personal protective equipment that the employees deem necessary based on their clinical and professional judgement, that reduces risk and protects employees.

A worker who is required by his or her Employer to wear or use any protective clothing, equipment or device 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 worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*0. Reg. 67/93 — Health Care*].

- (b) The local parties will determine appropriate solutions to promote health and safety in workplaces.
- (c) It is understood that communication on issues of mutual concern should occur between the Joint Health and Safety Committee, Infection Control, Risk Management and Emergency Planning.
- (d) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Occupational Health and Safety Committee, at least one (1) ONA representative selected or appointed by the Union from among the employees. Upon written requests, all Association members on the Joint Health and Safety Committee shall be trained as certified workers. In the event that the certified nurse on the Committee resigns the Ontario Nurses' Association will appoint a new representative. The Employer will provide the new nurse representative with certified worker training.
- (e) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to:

- i) one (1) hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
 - ii) such time as is necessary to attend meetings of the Committee; and
 - iii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27) and 9(31) of the *Act. ref: Occupational Health and Safety Act. Sec. 9(34).*
- (f) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to Occupational Health and Safety.
 - (g) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition,

the Home will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.

- (h) Meetings shall be held quarterly or more frequently at the call of the Chair, if required. The Committee shall maintain Minutes of all meetings and make the same available for review.
- (i) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be applicable, and she shall be entitled to such time from her work as is necessary.

22.02

- (a) The Joint Health and Safety Committee shall be provided with non-identifying information relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid with lost workdays, and the incidence of occupational injuries.
- (b) Insofar as allowed by privacy legislation, the parties agree that if incidents involving aggressive resident action occur, such action will be recorded and non-identifying information will be reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will be followed to address the legitimate health and safety concerns of employees presented in that forum.

Any steps that are taken must duly consider the health, safety confidentiality and privacy of the residents and proper compassionate care for all residents.

The parties further agree that such non-identifying information is considered suitable subjects for discussion at the Union-Management Committee.

- (c) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability from a work-related injury or illness, the Employer will inform the employee, that if they wish, that the staff representative of the Ontario Nurses' Association or a member of the Bargaining Unit may represent them to discuss the circumstances surrounding the employee's return to suitable work.
- (d) 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.
- (e) In the event that an employee's eye glasses are broken by assault or injury in the line of work, the Employer will reimburse the employee for the cost of replacement up to the limit offered in 18.02 (Core Benefits Level).

In the event that an employee's uniform is ruined by assault or injury in the line of work, the Employer will reimburse the employee for the cost of replacement up to \$100.00 upon production of a receipt.

The employee will endeavour to present their claim and receipt to the Employer within fourteen (14) days after the event, unless it was impossible for them to do so during this period.

- (f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (g) If, in the professional opinion of the employee's physician, the pregnancy may be at risk, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (h) Where the Home identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available tests and protective medications, such tests and medications shall be provided at no cost to the employees.
- (i) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular rate of pay.
- (j)
 - i) This section does not apply to an employee
 - a) when circumstances described below is inherent in the employee's work or is a normal condition of the employee's employment; or
 - b) when the employee's refusal to work would directly endanger the life, health or safety of another person.
ref: *Occupational Health and Safety Act, Sec. 43(1)*
 - ii) An employee may refuse to work or do particular work where she or he has reason to believe that,
 - a) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself or another employee;
 - b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself, herself;
 - c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the

workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another employee. ref: *Occupational Health and Safety Act, Sec. 43(3)*

22.03 Violence in the Workplace

The parties agree that “workplace violence” shall be defined as actual, attempted or threatened physical force that could cause physical harm. In addition to this definition the parties agree the definitions of workplace violence, discrimination, workplace harassment, domestic violence apply from the Employer’s policy on Workplace Harassment, Discrimination and Violence Prevention and the *Occupational Health and Safety Act*. In addition the parties agree as follows:

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

- (d) Any employee subjected to workplace violence shall report this to a supervisor who will investigate the report and take every reasonable effort to rectify the situation to protect the health and safety of the worker. The outcomes of the investigation and any consequent actions to be taken will be communicated to the nurse(s) affected and to the Union.
- (e) In the event of workplace violence:
 - (i) a worker can summon immediate assistance by contacting the Manager On-Call or, where appropriate, the police;
 - (ii) the Manager On-Call or a managerial designate, once notified by staff of a workplace violence incident, will reasonably attend at the Home to assist staff in responding to the incident.
- (f) The Employer will report all reported incidents of workplace violence in writing in accordance with the *Occupational Health and Safety Act* to the Joint Health and Safety Committee for review and to the Union, in advance of the next meeting of the Committee. The Committee will discuss each incident of workplace violence and provide feedback to the Employer on suggested measures and procedures to be taken.
- (g) All occurrences of workplace violence reported under (f) above, involving a resident will be reviewed at the affected Resident Care Conference.

22.04 Effective September 1, 2015, employee and supervisor competency training will be undertaken at least once per year.

22.05 Workplace Harassment means:

- (a) 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, or

Workplace Sexual Harassment means:

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

(Reference: Occupational Health and Safety Act, Sec 1(1))

ARTICLE 23 – MISCELLANEOUS

- 23.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business.
- 23.02 A photocopy of this agreement will be issued to each employee now employed or who becomes employed within the bargaining unit. The cost of photocopying the Collective Agreement will be shared equally by the Employer and the Local Association.
- 23.04 Paycheques shall be issued biweekly on a regular day of the week, with an itemized statement of all deductions, premiums, changes of increment, in a sealed envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, as soon as possible.
- 23.05 A copy of new or revised policies affecting employees covered by the Agreement shall be provided to the Union by the Employer.
- 23.06 Each employee shall keep the Employer informed of any changes to relevant employment information. The Employer shall not be responsible for the failure of any notice to reach an employee whose current address is not on file.
- 23.07 In any circumstance where the Employer requires that an employee obtain a medical certificate, the Employer shall pay the full cost of obtaining this certificate up to \$20.00. A medical certificate will include a certificate from a Nurse Practitioner and/or midwife in the context of the employee's pregnancy.
- 23.08 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza.
 - (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
 - (c) Employers recognize that nurses have the right to refuse any required vaccination.

- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contra indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to nurses free of charge.
- (g) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 24 – COMPENSATION

- 24.01 The salary rates in effect during the term of this agreement shall be those set forth in Appendix “A” attached to and forming part of this Agreement.
- 24.02 All amended provisions are effective the date of ratification or award unless otherwise provided. Retroactivity will be effective on the date of ratification or award. Retroactivity on the basis of all paid hours is to be paid to all employees who have worked in the period from April 1, 2020. Payment is to be made within thirty (30) days of the date hereof. Any employee who has left the employ of the Employer since April 1 2020 is to be notified in writing within thirty (30) days of the date hereof at his/her address on file and shall be given thirty (30) days in which to respond. Payment shall be made within a further thirty (30) days.
- 24.03 Each employee shall be placed on the appropriate salary grid in accordance with her service with the Employer, including full recognition of her past experience as set out in Article 24.09.
- 24.04 The annual increment shall be implemented on each employee’s anniversary date of employment. In the case of a part-time or casual employee, a year shall equal sixteen hundred (1600) hours.
- 24.05 An employee who holds a Temporary Class or Provisional Certificate of Registration as a registered nurse or a registered practical nurse and who obtains her General Class Certificate of Registration shall be given the salary of either the Registered Nurse or the Registered Practical Nurse, as applicable, retroactive to the date of its being granted, provided the employee presents proof of obtaining her General Class Certificate within

two weeks of that date. If more than two weeks have elapsed, the applicable rate shall take effect the date the nurse presents such proof to the Director of Care or designate.

24.06 An employee who is designated in writing to temporarily relieve the Director of Care, shall be paid one dollar (\$1.00) per hour in addition to her salary. The Employer and the Union agree that such benefits are not to be included for purposes of computing any premium or overtime payment.

24.07 The hourly rates for part-time and casual employees, inclusive of the percentage in lieu of benefits, shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 8.5%

24.08 The hourly salary rates payable to a part time or casual employee include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time or casual employees in this Agreement.

It is understood and agreed that the part-time or casual employees hourly rate (or straight time hourly rate) in this Agreement does not include the additional 8.5%, as applicable, which is paid in lieu of fringe benefits and accordingly the 8.5%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

24.09 (a) On offer of employment, the Employer will advise the newly hired employee in writing of the entitlement to seek recognition of recent related experience.

(b) Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring. The employee shall provide the Employer with verification of previous experience no later than the completion of the probationary period. Having established recent related experience, the Employer shall credit the employee with one (1) annual service increment for each year of experience for RN's and with one (1) annual service increment for each one (1) year of experience for RPN's.

(c) Where an RPN has acquired an RN certificate of registration, has accepted an RN position and has established recent related RPN experience, the Employer will recognize that recent related RPN experience on the basis of one (1) annual increment for each two (2) years of RPN experience up to a maximum of Year 3 on the wage grid.

(d) The annual increment shall be implemented on each employee's anniversary date of employment, or after each sixteen hundred (1600) hours paid in the case of a part-time or casual employee.

- (e) Recent related experience includes recent full-time, part-time or casual/relief related experience out of province and out of country.
- (f) The Employer will consult with the Union when circumstances covered by this Article arise, including, for example, delays in obtaining out of country documentation.

24.10 When a new classification in the bargaining unit is established by the Employer or where an employee alleges she has been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step #1 of the grievance procedure within ten (10) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

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

ARTICLE 25 – DURATION

- 25.01 The Agreement will have a two (2) year term from the date the Union gave notice to bargain, and an expiration date of March 31, 2023.
- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

DATED AT _____, ONTARIO THIS _____ DAY OF _____, 2022.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

APPENDIX "A" – WAGE SCHEDULERegistered Nurse

	April 1, 2020	April 1, 2021	April 1, 2022
Start	\$33.56	\$33.90	\$34.24
Step 1	\$33.72	\$34.06	\$34.40
Step 2	\$34.28	\$34.62	\$34.97
Step 3	\$35.98	\$36.34	\$36.70
Step 4	\$37.67	\$38.05	\$38.43
Step 5	\$39.79	\$40.19	\$40.59
Step 6	\$41.94	\$42.36	\$42.78
Step 7	\$44.08	\$44.52	\$44.97
Step 8	\$47.22	\$47.59	\$48.17
25 Years	\$48.05	\$48.53	\$49.02

Effective April 1, 2020 1.00% for Registered Nurse.

Effective April 1, 2021 1.00%for Registered Nurse.

Effective April 1, 2022 1.00%for Registered Nurse.

RAI MDS and Education Program Team Leader

	April 1, 2020	April 1, 2021	April 1, 2022
Start	\$35.42	\$35.77	\$36.49
Step 1	\$37.34	\$37.71	\$38.47
Step 2	\$39.58	\$39.98	\$40.78
Step 3	\$41.85	\$42.27	\$43.12
Step 4	\$44.10	\$44.54	\$45.44
Step 5	\$46.15	\$46.61	\$47.55
Step 6	\$48.21	\$48.69	\$49.67
Step 7	\$50.26	\$50.76	\$51.78
Step 8	\$52.30	\$52.82	\$53.88
25 Years	\$54.38	\$54.92	\$56.02

Effective April 1, 2020 1.00% for RAI MDS and Education Program Team Leader.

Effective April 1, 2021 1.00%for RAI MDS and Education Program Team Leader.

Effective April 1, 2022 1.00%for RAI MDS and Education Program Team Leader.

Registered Practical Nurse

	April 1, 2020	April 1, 2021	April 1, 2022
Start	\$28.18	\$28.46	\$28.74
Step 1	\$28.76	\$29.05	\$29.34
Step 2	\$29.35	\$29.64	\$29.94
Step 3	\$30.22	\$30.52	\$30.83
25 Years	\$31.16	\$31.47	\$31.78

Effective April 1, 2020 1.00%for Registered Practical Nurses

Effective April 1, 2021 1.00 for Registered Practical Nurses

Effective April 1, 2022 1.00% for Registered Practical Nurses

Graduate Rates = (applicable start rate minus \$1.00 per hour.)

Any employee, who was earning a higher hourly rate prior to the new salary rates taking effect, will be red-circled until such time as the new rates equal or exceed the red-circled rates. The Employer will continue to track service credit for the purposes of advancement on the salary grid in accordance with Article 24.09. The employee will then be advanced on the new salary grid in accordance with Article 24.09.

APPENDIX "B" – GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF			
ONA LOCAL SECTION LOCALE DE L'AIIO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR GRIEVANCE NO. N° DU GRIEF	STEP ÉTAPE 1. 2. 3.	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT			
SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ			
SIGNATURE OF GRIEVOR: SIGNATURE DE LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP DE L'AIIO:	
STEP ONE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		
PREMIÈRE ÉTAPE			DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR:
STEP TWO	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		
DEUXIÈME ÉTAPE			DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR:
STEP THREE	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR		
TROISIÈME ÉTAPE			DATE RECEIVED FROM THE UNION: DATE DE RÉCEPTION DU SYNDICAT: DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT: SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE: SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR:
ON-09 REV. 01/2000 DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - CNA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AIIO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE			

APPENDIX "C" – ONTARIO NURSES' ASSOCIATION (ONA) LONG-TERM CARE (LTC) PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORM

The Professional Responsibility Clause in the Collective Agreement is a problem solving-process for nurses to address nursing practice and workload concerns relative to resident care/outcomes and safety. This form is a documentation tool that can facilitate and promote a problem-solving approach.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Employer: _____

Unit/Floor/Pod: _____

of Beds in Unit/Home: _____

Unit/Home Census this Shift: _____

Date of Occurrence: _____ Day | _____ Month | _____ Year | Time: _____ 7.5 hr. shift 11.25 hr. shift Other: _____

Is this a Specialty Unit? Yes No

Name of Supervisor: _____

Date/ _____ Day | _____ Month | _____ Year
Time notified: _____

SECTION 2: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide details about the working conditions **at the time of occurrence** by providing the following information:

Regular Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____
Actual Staffing #: RN _____ RPN _____ PSW _____ Clerks & Other _____
Agency/Registry RN: Yes _____ No _____ And how many? _____
Junior Staff*: Yes No And how many? RN _____ RPN _____
PSW _____ Temp RNs _____
RN Staff Overtime: Yes No If yes, how many staff? _____ Total Hours: _____

**as defined by your unit/floor/pod*

If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply:

Absence/Emergency Leave Sick Call(s) Vacancies
Management Support available on site? Yes No
On Standby? Yes No On Call? Yes No
Did they respond? Yes No Did they resolve the issue? Yes No

Charge nurses (CN) are not held accountable for the actions of others, they are accountable for their actions in relation to others ("Nurse in Charge", *CNO Communique*, Sept. 2002).

Were you working in a Charge Nurse Leadership Role? Yes No

i) Assigning:

Could you assign staff according to their abilities? Yes No
Did you have time to determine what staff was most likely to need your help? Yes No
Did you have time to provide necessary support and supervision? Yes No

ii) Communication:

- Could you regularly check in with staff during the shift to identify the need for support? Yes No
- Are there clear roles and responsibilities? Yes No
- Are there decision trees, current care plans etc. to assist the CN to quickly identify problems, decide on follow-up action, and who will take that action based on the roles and responsibilities? Yes No
- Have you notified compliance? Yes No

iii) Leadership/Supervision:

- Were you given enough time, opportunity, tools and resources to properly supervise? Yes No
- Did you need to stop an unsafe situation? Yes No
- If yes, did this include intervening or taking over the care of a resident? Yes No

On this shift, leadership was demonstrated in the following ways: (Check all that apply)

- Facilitating Role model/mentor Advocating/promoting quality care
- Resource person Problem solver Team collaborator

SECTION 3: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ ISSUE

Please check off the factor(s) you believe contributed to the workload issue and provide details:

- Change in resident acuity/incidents e.g. falls. Provide details:

- Number of residents on infectious precautions _____ Type of Precautions: _____

- # of Admissions _____ # of Deaths _____ # of Transfers to Hospital _____

- Lack of/or equipment/malfunctioning equipment. Please specify:

- Visitors/Family Members Lack of resources/supplies Home in outbreak

- Communication/Process Issues Home in enhanced compliance monitoring

- Drs. Days Non-Nursing Duties. Please specify:

- Other (i.e. Physician/Nurse Practitioner unavailable, # of RAIs & RAPs, # of palliative residents). Please specify:

- Exceptional Resident Factors (i.e. significant amount of time required to meet residents' needs/expectations). Please specify:

SECTION 4: DETAILS OF OCCURRENCE

Provide details of how the resident's well-being was potentially or actually compromised. Please identify the Nursing Standard(s)/Practice Guidelines/Best Practices or Employer policy that are believed to be at risk:

Is this an:
Isolated incident?

Ongoing problem? (when in outbreak) (Check one)

SECTION 5: REMEDY

(A) Discuss the concern/issue within the unit/area/home at the time the concern/issue occurs. Provide details of how it was or was not resolved.

(B) Failing resolution at the time of the concern/issue, seek assistance from the person designated by the employer as having responsibility for a timely resolution. **Continue to move up the management ladder for a timely resolution. Provide details including name(s) of individual(s):**

SECTION 6: RECOMMENDATIONS

Please check off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | | |
|--|--|--|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> Orientation | <input type="checkbox"/> Review nurse/resident ratio |
| <input type="checkbox"/> Change unit layout | <input type="checkbox"/> Float/casual pool | <input type="checkbox"/> Review policies & procedures |
| <input type="checkbox"/> Adjust RN staffing | <input type="checkbox"/> Adjust support staffing | <input type="checkbox"/> Replace sick calls/LOAs, etc. |
| <input type="checkbox"/> Input into how compliance recommendations are implemented | | |
| <input type="checkbox"/> Change Start/Stop times of shift(s). Please specify: | | |

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

Signature: _____ Phone # / Personal E-mail: _____

Date

Submitted: [Click here to enter a date.](#)

SECTION 8: MANAGEMENT COMMENTS

Did you discuss the issues with your employee/nurse on his/her next working day?

Yes No If yes, date: [Click here to enter a date.](#)

Provide details:

Please provide a written response with information/comments in response to this report, including any actions taken to remedy the situations, where applicable and provide a copy to the nurse(s), Bargaining Unit President and Labour Relations Officer (LRO).

SECTION 9: RESOLUTION

Is the issue resolved? Yes No

If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Labour-Management. [Click here to enter a date.](#)

SECTION 10: RECOMMENDATIONS OF UNION MANAGEMENT-COMMITTEE (LABOUR-

The Union-Management Committee recommends the following in order to prevent similar occurrences:

Dated: [Click here to enter a date.](#)

- Copies: (1) Manager
(2) Director of Care (or designate)
(3) ONA Rep
(4) ONA Member
(5) ONA LRO

**ONTARIO NURSES' ASSOCIATION
(ONA) LONG-TERM CARE (LTC)
PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT
FORM GUIDELINES AND TIPS ON ITS USE**

The parties have agreed that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner. The collective agreement provides a problem solving process for nurses to address concerns relative to resident care. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

PRIOR TO SUBMITTING THE WORKLOAD REPORT FORM PLEASE FOLLOW THE PROBLEM SOLVING PROCESS BELOW AND AS OUTLINED IN THE COLLECTIVE AGREEMENT ARTICLE 19 HOMES OR AS IDENTIFIED IN YOUR COLLECTIVE AGREEMENT.

PROBLEM SOLVING

- 1) At the time the workload issue occurs, discuss the matter within the Unit/Floor to develop strategies to meet resident care needs using current resources. Using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. Charge Nurse/Assistant Director of Care/ Director of Care/Administrator) who has responsibility for timely resolution of workload issues.
- 2) Failing resolution of the workload at the time of the occurrence, **complete** the form. **Some** Collective Agreements require the nurse to discuss the issue with the Manager (or designate) on the next day that both the Employee and Manager (or designate) are working or within the time frame stated in the Collective Agreement, **however** in the absence of this language, it is recommended and a good practice to discuss the concern with your Manager.
- 3) When meeting with the manager, you may request the assistance of a Union representative to support/assist you in the meeting. Every effort will be made to resolve the workload issues at the unit level. The Bargaining Unit Representative shall be involved in any resolution discussions at the unit level. All discussions and action will be documented.
- 4) The Nursing Home Professional Responsibility Clause assumes the Nursing Leader consulted in Steps 1 & 2 would be the same person consulted in the above Step 3 and therefore the Nursing Home Step 2 is: Failing resolution, **submit** the Professional Responsibility Workload Report Form to the Union-Management Committee within 20 calendar days from the alleged improper assignment. The Union-Management Committee will meet within 20 days of the filing of the complaint to attempt to resolve the complaint to the satisfaction of both parties. This is Step 3 in most of the other Collective Agreements. Please check your own Collective Agreement for accurate timelines. (SEE BLANK REPORT FORM ATTACHED TO THESE GUIDELINES.)
- 5) Prior to the complaint being forwarded to the Independent Assessment Committee (IAC), the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
- 6) If the issue remains unresolved it shall be forwarded to an IAC as outlined in the Collective Agreement within the requisite number of days of the meeting in 3) above.
- 7) The Union and the Employer may mutually agree to extend the time limits for referral of the complaint at any stage of the complaint procedure.
- 8) Any settlement arrived at under the Professional Responsibility Clause of the Collective Agreement shall be signed by the parties.

TIPS FOR COMPLETING THE

- 1) Review the form before completing it so you have an idea of what kind of information is required.
- 2) Print legibly and firmly as you are making multiple copies.
- 3) Use complete words as much as possible. Avoid abbreviations.
- 4) As much as possible, you should report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
- 5) Identify the College of Nurses of Ontario (CNO) Standards/Practice Guidelines/Long-Term Care policies and procedures you believe to be at risk. The CNO Standards can be found at www.cno.org.
- 6) Do not, under any circumstances, identify residents.

APPENDIX "D" – LETTERS OF UNDERSTANDING

RE: MENTORSHIP GUIDELINES

“Mentorship” is a new addition to the collective agreement and is addressed in Article 21.04 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the collective agreement.

DEFINITION

- Mentorship is a formal supportive relationship between two nurses, which enhances the professional growth and development of a nurse to maximize her or his clinical practice.
- Mentorship involves a three-way arrangement between the Employer, the nurse being mentored and the nurse doing the mentoring. The mentoring relationship is:
 - time limited,
 - focused on goal achievement, and
 - unique to each mentorship experience.
- The Employer, the nurse being mentored and the nurse doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the nurse being mentored, and, as such, may not be consistent for all nurses. The length of each mentorship arrangement will be individually defined dependent upon the goals for each nurse being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- Supervising the activities of students. Supervision of the activities of students is covered in Article 21.04 (a).
- Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 21.04 (b). Interaction with other nurses and other multi-disciplinary colleagues is an expected role responsibility for nurses.
- Orientation to the organization or general functioning of the unit. This may include activities such as:
 - WHIMIS training, the fire lecture, equipment location, generic employer policies, introduction to staff and the general layout of the unit etc.
- The employer’s historical use of titles or terms does not define a mentor for the purposes of Article 21.04 (c). We acknowledge, however, that while mentorship is new to the collective agreement, mentorship arrangements are not new to nursing or long term care facilities. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 21.04 (c).

KEY ELEMENTS

- A mentorship relationship includes the nurse doing the mentoring to:
 - plan the mentorship experience based on the learning needs of the nurse being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
 - assess the ongoing competence/development of competencies of the nurse being mentored, including assessments of competence gaps, risk management in relation to patient care, and co-ordination of learning experiences;
 - assist the nurse being mentored to effectively meet patient care needs;
 - be responsible for the management of learning for the nurse being mentored;
 - participate in direct skill transfer where there is responsibility for the management of learning for the nurse being mentored;
 - evaluate the learning experience of the nurse being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- It is recognized that the mentor and the nurse being mentored may not be together at all times during the mentorship period.
- The Employer will review the workload of the mentor and the nurse being mentored to facilitate successful completion of the mentorship assignment.

IMPLEMENTATION

- A Employer may implement a mentorship relationship at any time during a nurse's employment when:
 - the nurse is experiencing difficulty in meeting standards of practice;
 - the nurse has a competency gap;
 - one-on-one management of the learning experience from an expert/ experienced nurse will be of assistance.
- Mentoring may be implemented in various circumstances such as new hires to a unit; a nurse returns from a layoff or leave of absence (including sick leave or long term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Employer determines that a nurse requires mentoring.
- The decision to implement a mentorship experience as a mechanism to assist a nurse to meet standards of practice is the responsibility of the Employer.
- The Employer 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 Employer selects and assigns the mentor for a given mentoring relationship.

- At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
- The mentorship plan/arrangement for each mentoring relationship should be documented.

EVALUATION

In addition to the evaluation of the effectiveness of specific mentorship arrangements in relation to pre-established goals and expectations:

- The employer has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

NOTE: it is mutually understood that these guidelines are “without prejudice” to either parties’ position with respect to the role of a nurse whose job duties normally include responsibility for teaching and/or educating other nurses.

LETTER OF UNDERSTANDING**Between****THE SALVATION ARMY MEIGHEN HEALTH CENTRE****And****THE ONTARIO NURSES' ASSOCIATION****RE: E-LEARNING**

This letter shall serve as confirmation of an understanding, which has been reached between the Parties during the discussion and negotiation of the Collective Agreement, regarding the contractual rights and responsibilities pertaining to a nurse who is required to complete an e-learning programme.

The Parties agree:

1. The Employer requires nurses to complete e-learning programmes while working on their regularly scheduled shifts.
2. There are programmes that the Employer requires to be complete by a set deadline on a monthly basis.
3. Nurses have the discretion to complete the programmes on their unit, in their office or in the Surge Learning Centre.
4. A nurse will determine if she or he is able to complete any e-learning programme by the deadline.
5. In the event the nurse cannot complete the programme, they will inform the Director of Care or Assistant Director of Care in advance of the deadline.
6. The Director of Care or Assistant Director of Care will arrange for a scheduled time period for the nurse to complete the e-learning programme in the Surge Learning Centre.
7. The Employer will schedule additional staff to cover the nurse's unit or work assignment with part-time or casual nurses in accordance with Article 16.05 for the scheduled time period.
8. If a nurse has completed an equivalent programme the Employer will consider crediting the nurse for the equivalency if the nurse provides supporting documentation.

DATED AT _____, ONTARIO THIS _____ DAY OF _____, 2022.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

LETTER OF UNDERSTANDING

Between

THE SALVATION ARMY MEIGHEN HEALTH CENTRE

And

THE ONTARIO NURSES' ASSOCIATION

RE: REGISTERED NURSE STAFFING

The parties will meet by December 2020 to engage in meaningful discussions related to the number of bargaining unit Registered Nurse hours that were assigned as of the date of ratification. The intention of these discussions is to specify in writing the weekly bargaining unit Registered Nurse hours. There shall be no minimum or maximum number of meetings for this purpose.

If the Employer receives an increase in funding for Registered Nurse hours, the parties will meet to discuss how the increase in funding impacts the bargaining unit Registered Nurse hours.

DATED AT _____, ONTARIO THIS _____ DAY OF _____, 2022.

FOR THE EMPLOYER

FOR THE UNION

Labour Relations Officer

