

COLLECTIVE AGREEMENT

BETWEEN:

UNITED COUNTIES OF LEEDS AND GRENVILLE
"MAPLE VIEW LODGE"
(Hereinafter referred to as the "Employer")

AND:

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

EXPIRY: March 31, 2020

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ARTICLE 1 – PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve the existing harmonious relations and conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint discussions and working together in matters pertaining to working conditions, employment and services.
 - (c) That the parties accept their responsibilities in the productive and efficient operation of the United Counties of Leeds and Grenville and more specifically Maple View Lodge.
 - (d) To recognize that both the employees and the Employer wish to work together and provide the residents of Maple View Lodge with the best possible care.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all registered nurses and nurses with a temporary certificate of registration engaged in a nursing capacity at Maple View Lodge of the Corporation of the United Counties of Leeds and Grenville, in Athens, Ontario, save and except Assistant Director of Care and those above the rank of Assistant Director of Care.
- 2.02
- (a) Full-Time Employees
A “full-time employee” shall mean an employee who is appointed to a full-time permanent position and is regularly scheduled to work thirty-seven and one-half hours (37.5) per week.
 - (b) Part-Time Employees
A “regular part-time employee” shall mean a permanent employee who is normally scheduled to work less than thirty-seven and one half (37.5) hours per week.
 - (c) Casual Employees
A casual employee means a part-time employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, it is also understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- 2.03
- (a) A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* as amended. A Registered Nurse is required to present to the Director of Nursing or his/her designate, by the 15th of February of each year, her or his proof of payment for registration with the College of Nurses of Ontario.

- (b) A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act, 1991* and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

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

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, promote, demote, classify, transfer, lay off, recall, direct, suspend employees, and to discipline or discharge any employee provided that a claim by an employee that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments and locations, methods of doing the work, make, enforce, and alter from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement, and
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof.

3.02 To determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised in a reasonable manner that is consistent with the terms of the Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their

representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.

- 4.02 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees on any grounds prohibited by the *Human Rights Code* of Ontario.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of or interference with work or service, either complete or partial, and the Employer agrees that there will be no lockout of employees. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 – UNION RIGHTS AND ACTIVITIES

- 6.01 The Employer agrees to recognize not more than two (2) employees, including the Bargaining Unit President or designate, as members of the local Union Executive and Union Representatives for the purpose of representing employees. These employees shall be selected by and from amongst employees in the bargaining unit.

Once selected, the Union shall notify the Employer of the name of the Union Representative in writing and the Employer shall not be required to recognize any such Union Representatives until it has been so notified.

The Union Representative in attendance during the grievance procedure and the grievor shall receive their regular straight time pay for all regularly scheduled working hours lost with the Employer due to attendance at such grievance meetings with representatives of the Employer.

It is understood that no Union Representative shall leave their regular duties without first obtaining permission from his/her supervisor. Such permission shall not be unreasonably withheld. When returning to his/her regular duties, such employees shall notify his/her supervisor.

On commencing employment, Human Resources or their designate shall introduce the new employee to the designated Union representative where possible, and/or advise of designated Union representative.

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, with respect to the collective agreement.

- 6.02 The Employer agrees to recognize a bargaining committee consisting of two (2) employees from the bargaining unit, plus the Labour Relations Officer for the purpose of amending or renewing the Collective Agreement. The Union will notify the Employer of the name of the committee members in writing; at least twenty-one (21) calendar days prior to the commencement of negotiations. Employees serving

on the bargaining committee shall receive their straight time pay for all regularly scheduled working hours lost due to attendance at negotiating meeting with the Employer, up to and including conciliation but not including mediation or arbitration.

- 6.03
- (a) The parties will establish a Labour / Management Committee.
 - (b) No more than three (3) representatives of each party shall meet at regular intervals, or at the initiative of either party and not less than three (3) times per year.
 - (c) Employees shall not suffer any loss of pay for regularly scheduled working hours with the Employer for time spent at such meetings.
 - (d) The Committee shall concern itself with general terms, i.e.:
 - i) activities to improve relations between the Counties and the Union;
 - ii) reviewing suggestions from the Counties, the Union or employees, questions of working conditions, workload, and service (but not grievances);
 - iii) attempting to correct conditions causing grievances and misunderstandings.
 - (e) The Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement.
 - (f) Each party shall notify the other of the proposed agenda items in writing one (1) week in advance of the meeting.
 - (g) An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings. Minutes of the meetings shall be taken by a person selected by Management and the Union on an alternating basis. The minutes shall reflect the discussion that took place on every agenda item, as well as the resolutions agreed to on each agenda item.
 - (h) The minutes of the meeting shall be vetted and approved by Union and Management Representatives prior to distribution within one month of the meeting. Copies of the minutes will be distributed to each Union Representative and members of the Labour/Management Committee and will be posted on the designated staff room bulletin board.

6.04 The Union acknowledges and agrees that Union Representatives and committee members as referred in this Article have regular duties to perform in connection with their employment.

Employees shall seek approval from their immediate supervisor in advance regarding attendance at meetings where they will be representing one or more employees at an Employer approved meeting. Employees shall inform their immediate supervisor before leaving the workplace/location, indicate the approximate length of the absence and advise the supervisor upon their return.

The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in any way in the normal performance of their duties or while investigating disputes.

- 6.05 In addition to the above, the Employer shall also recognize a Labour Relations Officer to assist these employees in the discharge of their Union duties. The Union members shall have the right to have the assistance of representative(s) of ONA when dealing or negotiating with the Employer in regards to their employment relationship. Such representative(s) advisor(s) shall give reasonable notice to the Employer of his/her intention to attend at the workplace and shall have reasonable access to the Employer's premises.
- 6.06 The parties shall share equally the costs of printing sufficient copies of the Collective Agreement to provide one to each member of the bargaining unit. Human Resources shall be provided with a sufficient supply for distribution to new employees during their orientation session. The printing shall be the responsibility of the Union.
- 6.07 The Employer shall advise each new employee of the existence of the Union and provide her/him with a copy of this Agreement. The Local Union representative or his/her designate shall be advised of all new hires and the orientation sessions for new employees. The Union representative shall be offered an opportunity to attend and participate in such sessions.
- 6.08 An employee shall have the right to request that a Union representative be present at any meeting which is held for disciplinary purposes, or meeting for which the employee believes it may be the basis of disciplinary action. An employee has the right to halt a meeting in progress to obtain union representation. Union representation is not required for discussions concerning general operational issues. The Employer shall hold such meeting within a reasonable timeframe upon becoming aware of the occurrence which gave rise thereto.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association monthly, by the fifteenth (15th) of the following month, its cheque for the dues so deducted along with a list of names of the employees showing the amount of such deduction for each employee. The list shall show the Social Insurance Number, terminations, new hires, leaves of absences, status and addresses of each employee. A copy of this list will be sent to the local union.
- The Employer shall also provide the information provided in an electronic format.
- 7.02 (a) The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

- (b) The Union agrees to save the Counties harmless and to indemnify the Counties, its agents and/or employees acting on behalf of the Counties, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues.
- 7.03 The Employer shall provide each employee with a statement of income and deductions for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Union dues.
- 7.04 The Employer shall provide monthly the Union with any changes in names, addresses, classifications, and salary rates of members of the bargaining unit.
- 7.05 The Employer agrees that a member of the union shall be allowed a reasonable period of time to meet with new members during their probationary period to sign documents as may be required by the Union and to provide such new employee(s) with a copy of the current Agreement.
- 7.06 Prior to effecting any changes in rules or policies specific to Maple View Lodge which directly affect nurses covered by this Agreement, the Employer will inform the Association and provide copies to the Association. ONA may place such rules or policies on the agenda for discussion at the Labour Management Committee.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any matter arising out of this Agreement or concerning the interpretation, application, administration or alleged violation of this Agreement.
- 8.02 An employee who believes he/she has a complaint or a difference shall first discuss the complaint or difference with his/her immediate supervisor.
- 8.03 No grievance shall be considered by the Union or the Employer where the grievance is filed more than seven (7) working days after an employee becomes aware or reasonably ought to have become aware of the circumstances giving rise thereto.
- 8.04 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) working days of the discussion it may be processed within an additional seven (7) working days in the following manner.
- 8.05 Step 1
- The employee may file a grievance in writing with the Director of Care or his/her designate. The written grievance, signed by the employee shall state the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated and the redress sought. Within seven (7) working days of the receipt of the grievance, the Director of Care or designate shall render his/her decision in writing.
- 8.06 Step 2
- Failing a satisfactory settlement of the matter at Step 1, the employee(s) concerned may, within seven (7) working days, submit the written grievance to the Administrator

or his/her designate. The Administrator or his/her designate will arrange a meeting, if necessary with the grievor and his/her representative seven (7) working days of the submission of the Step 2 grievance. The Administrator or his/her designate(s) shall render a decision in writing within ten (10) working days after the day of the grievance meeting.

8.07 If a party fails to reply to a grievance within the time limits set out at any stage in the grievance procedure, the grievance may be submitted to the next stage of the grievance procedure.

8.08 Failing satisfactory settlement of the grievance at Step 2, the grievance may be submitted for arbitration as per Article 9.

8.09 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing. For purposes of this Article working days are deemed to exclude Saturdays, Sundays and Statutory Holidays and vacations.

8.10 The employee may be accompanied and represented by a Union Representative at all steps of the grievance procedure.

8.11 Notwithstanding s. 48(16) of the *Ontario Labour Relations Act, 1995*, any complaint, grievance as outlined in Article 8, which is not made known within the time specified in this Agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration in the time specified in this Agreement, shall be deemed to be withdrawn.

8.12 Unjust Dismissal/Suspension/Discipline

Where an employee feels that he/she has been unjustly dismissed/suspended/disciplined the employee may within ten (10) working days of receiving his/her notice of dismissal/ suspension/discipline, file a grievance at Step 2 of the grievance procedure.

8.13 Union Policy Grievance

A grievance of general application by the Union affecting the parties may be submitted at Step 2 of the grievance procedure. Such grievances must be submitted within ten (10) working days after the incident giving rise to the grievance.

8.14 Group Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure and the employees shall be identified. Such a grievance shall commence at Step 2.

8.15 Management Grievance

It is understood and agreed that the Counties may bring forward at any meeting held with the Union any complaint concerning the conduct of the Union or its officers in respect of the terms of this Agreement and if such complaint by the Counties is not

settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

ARTICLE 9 – ARBITRATION

- 9.01 After the grievance procedure as set out in Article 8 has been exhausted, and before an Arbitrator or Board of Arbitration is contacted under this Article, either party may seek the services of a Grievance Mediation Officer to assist in resolving the parties' differences. It is agreed that the services of a Grievance Mediation Officer will only be retained on the written consent of both parties. In the event a Grievance Mediation Officer is appointed, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the parties. The parties shall jointly share the expense of the Grievance Mediation Officer.
- 9.02 Should either party wish to refer a grievance to arbitration, written request for arbitration shall be made by mail and/or fax to the other party within fourteen (14) working days of receipt of the last written disposition. Notwithstanding s. 48(16) of the *Ontario Labour Relations Act, 1995*, if no such written request for arbitration is received within the time limit then it shall be deemed to have been abandoned.
- 9.03 The party requesting arbitration shall indicate in its written request, the name of its nominee to the Arbitration Board.
- 9.04 Within fourteen (14) working days thereafter, the other party shall answer by mail and/or fax by indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then select an impartial chairperson, so that the Arbitration Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as chairperson chosen by the other two members of the Board.
- 9.05 If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within fourteen (14) working days of their appointment or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 9.06 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.07 Each party shall pay:
- (a) the fees and expenses of its nominee to the Board of Arbitration; and
 - (b) one-half (1/2) of the fees and expenses of the chairperson.

9.08 Single Arbitrator

By mutual agreement, the parties may elect to have a single arbitrator hear the matter in dispute instead of a three person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within fourteen (14) working days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within thirty (30) working days or such time as agreed by the parties, Clause 9.04 shall be followed. The single arbitrator shall be bound by all clauses of Article 9 in the same manner as a Board of Arbitration, with the necessary changes being made.

9.09 Once appointed, the Arbitration Board or single Arbitrator shall have the powers set out in the *Labour Relations Act, 1995*.

9.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance unless otherwise agreed by both parties.

ARTICLE 10 - PROFESSIONAL RESPONSIBILITY

10.01 In the event that the Employer assigns a number of residents or a workload to an individual Registered Nurse or group of Registered Nurses such that she or he or they have cause to believe that she or he or they are being asked to perform an amount of work which prevents him or her or them from fulfilling their professional responsibilities, the nurse(s) shall:

(a) At the time the workload issue occurs, the Nurse(s) will discuss the issue with the Director of Care, or designate. If any complaint or difference is not satisfactorily settled by the Director of Care or his/her designate within seven (7) calendar days of the discussion, it may be processed in the following manner:

i) Complain in writing to the Labour Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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

ii) Any settlement arrived at under 10.01 (a) i) – iii) shall be signed by the parties and be subject to the grievance/arbitration process.

iii) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Committee, the complaint shall be forwarded to The Independent Assessment Committee; one representative chosen by the Ontario Nurses' Association, one representative chosen by the Employer and one chosen from a panel of Registered Nurses

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

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

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

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

(c) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

(d) The assignment of resident care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet these requirements.

ARTICLE 11 – SENIORITY / JOB POSTING / LAYOFF

11.01 Probation

New employees shall be on probation for a period of seventy (70) tours worked from date of last hire (525 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the full-time nurse shall be credited with seniority from date of last hire and the part-time nurse shall be credited with seniority for the seventy (70) tours (525 hours) worked. The probationary period may be extended by an additional sixty (60) tours (450 hours) worked if performance requires additional monitoring by the Employer. The Employer will notify the Union of the probationary period extension.

11.02 Seniority List

(a) Seniority shall be based on the employee's continuous service with the Employer within the bargaining unit calculated from their last date of hire. For those members of the bargaining unit as of date of ratification or award

seniority shall also include service with the Employer prior to the certification of the Union. Seniority will operate on a Bargaining Unit wide basis. Part-time employees shall accumulate seniority on the basis of 1500 hours worked in the bargaining unit within the Home since date of last hire equals one year of seniority.

(b) Seniority Lists

An integrated seniority list shall be established for all nurses covered by this Agreement who have completed their probationary period. For information purposes only, the names of all probationary nurses shall be included in the seniority list. Seniority on such lists will be expressed in terms of a date for full-time and expressed in terms of total hours worked for part-time.

A copy of the seniority list will be posted and a copy provided to the Bargaining Unit President of the Local Union, or designate, in March and September of each year. The Employer shall be notified of any discrepancies within thirty (30) calendar days of posting the seniority list, otherwise the list and all seniority to the effective date of the list are to be deemed accurate.

(c) Retention / Transfer of Service and Seniority

A nurse whose status is changed from full-time to part-time shall receive credit for her or his full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her or his full seniority and service on the basis of one year of seniority or service for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated.

11.03 Seniority Retained and Accumulated

- (a) Seniority and service for nurses 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, not exceeding thirty (30) consecutive calendar days;
 - iii) When on pregnancy or parental leave;
- (b) Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability covered by Employment Insurance.
- (c) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.
- (d) The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the

nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

11.04 Seniority Retained and Not Accumulated

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

- (a) when on an approved leave of absence without pay exceeding thirty (30) consecutive calendar days.
- (b) when absent due to layoff in accordance with 11.05 (d) for a period of up to twenty-four (24) calendar months.

11.05 Loss of Seniority

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment when:

- (a) he/she voluntarily quits his/her employment;
 - i) Employees who have completed their probationary period should provide two (2) weeks written notice of their intention to voluntarily quit his/her employment indicating the effective date of their resignation.
 - ii) Once any resignation is received by the Employer, the resignation is considered final and may not be rescinded. The loss of seniority will thereby be automatic on the employee's effective date of resignation;
- (b) is discharged and is therefore not reinstated through the grievance procedure;
- (c) he/she has been laid off for a period of twenty-four (24) months;
- (d) he/she is absent due to illness or disability for a period of twenty-four (24) months from the time the illness or disability commenced or on LTD for twenty-four (24) months from the commencement of the receipt of LTD benefits. This sub-article shall be interpreted as being consistent with and satisfying the obligations contained in the *Ontario Human Rights Code*.
- (e) he/she, upon being recalled from a layoff, fails to report to work within seven (7) calendar days from the date of notification by the Employer by registered mail; unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer fourteen (14) calendar days notice of termination to accept the recall;
- (f) he/she fails to return to work upon termination of an authorized leave of absence;

- (g) he/she accepts gainful employment while on a leave of absence unless permission is granted by the Employer;
- (h) he/she is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (i) he/she is retired.

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

11.06

Service and Effect of Absence

- a) Service shall mean an employee's length of continuous service based on regular hours worked with the Employer calculated from their last date of hire and shall include service with the Employer prior to the certification of the union.

Part-time employees shall accumulate service on the basis of 1500 hours worked with the Home since date of last hire equals one year of service.

- b)
 - (i) Unless otherwise provided in this Collective Agreement, if an employee's absence from work without pay exceeds thirty (30) continuous calendar days, the employee will not accumulate service for any purposes under the Collective Agreement for the period of absence in excess of thirty (30) continuous calendar days and the employee will become responsible for full payment of any subsidized employee benefits in which he or she is entitled to participate during that period of absence.
 - (ii) In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, an employee may arrange with the Employer to pre-pay the full premium of any applicable subsidized benefits during that period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.
 - (iii) In circumstances when a full-time employee is on an unpaid leave of absence, in excess of thirty (30) continuous calendar days and voluntarily works occasional shift(s) during the leave period, the employee shall be deemed to have continued on unpaid leave.

11.07

Layoffs and Recall

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

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

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

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

No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff have the qualification, skill and ability to perform the available work.

Recall to a regular part-time or full-time position shall be in order of seniority. Notice of recall will be sent by registered mail.

The Employer shall send such notification to the most recent address noted in the employee's personnel file. It is the employee's responsibility to notify the Human Resources Representative in writing of any address or telephone number change.

An employee will respond within seven (7) calendar days and shall be available for work within an additional fourteen (14) days unless otherwise agreed as per 11.05(e).

The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Employer will undertake after the layoff.

(b) Layoffs and Recall – Long-Term

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

- (i) Provide the Union with at least ninety (90) days written notice of the proposed layoff; and
- (ii) Provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff or pay in lieu thereof;
- (iii) Meet with the Union to review the following:
 - A) the reasons causing the layoff;
 - B) the service which the Employer will undertake after the layoff;
 - C) the method of implementation, including areas of cutback and the employees to be laid off;

It is understood that permanent or long-term nature means a layoff which will be longer than thirteen (13) weeks.

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

11.08

Job Posting

- (a) In the case of all permanent full-time and permanent part-time vacancies in the bargaining unit, the Employer will post notices of such vacancies, for seven (7) calendar days prior to making an appointment to any such position in order that any interested employee may apply. A copy of such notice shall be sent to the Bargaining Unit President.
- (b) Members who will be absent from Maple View Lodge or who are on sick leave or other leaves of absence, may express their interest in writing including resume and cover letter to jobs posted in the Bargaining Unit during their absence by indicating their interest to the Human Resources Department prior to going off on any such leave of absence and the letter shall be considered as an application to any position posted during the absence.
- (c) The recruitment and selection of a casual requirement and hiring of casual employees from external sources shall be exempt from the provisions under Articles 11.08.
- (d) Full-time or part-time employees expressing a wish to transfer to casual status may be considered for addition to the Employer's casual roster. The Employer will respond in writing to the employee within fourteen (14) calendar days of the written request to move to the casual roster.
- (e) The Employer will determine the successful candidate to an internal job posting by considering the qualifications, experience, skill and ability of the individual to perform the required work. In determining which employee is successful within the bargaining unit and where the qualifications, experience, skill and ability are relatively equal, the employee with the greatest seniority will receive the job/position. All bargaining unit employees will have the first opportunity for filling vacancies. In the event that no suitable applicant presents themselves to the internal posting, the Employer may hire from within the United Counties of Leeds and Grenville or external sources.

The name of the successful candidate for any position will be posted on the designated bulletin board.

11.09

Personnel File

- (a) Upon twenty-four (24) hours (not including Saturdays, Sundays or statutory holidays) written notification to the Employer directed to Human Resources, an employee shall have access to his/her personnel file located at the United Counties main office, Human Resources Department. In the presence of a staff member of the Human Resources Department as well as a Union Representative at the employee's request, the employee shall be entitled to view the entire contents, and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the

permanent record. The Employee will indicate viewing each report in the file by dating and initialing same. With written permission of the employee, a Union Representative, in the presence of the employee and a staff member of the Human Resources Department, shall also have the right of access to an Employer's employee file. The employee shall have the right to obtain copies of the material in the file.

- (b) Disciplinary records and related correspondence shall be removed from the employee's personnel file eighteen (18) months after being placed on the employee's file provided the employee has been discipline free for the same period. In the event an employee is on an absence greater than forty-five (45) calendar days, the time period will be suspended at the commencement of the absence and will recommence once the employee has returned to his/her former duties and status.

11.10 Transfer Outside the Bargaining Unit

- (a) An employee who is transferred temporarily to a position outside the bargaining unit, for professional opportunities with the same employer for a period not more than three (3) months, will not suffer any loss of seniority, service or benefits.

An employee who is transferred temporarily to a position outside the bargaining unit, for professional opportunities with the same employer for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.

- (b) An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she will lose all seniority held at the time of subsequent transfer.
- (c) In the event that an employee is transferred temporarily to a position outside the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer.
- (d) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (e) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any employees performing the duties of positions outside of the bargaining unit, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (f) An employee who accepts a transfer under Article 11.10 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 12 - HOURS OF WORK AND WORKING CONDITIONS

- 12.01
- (a) It is understood and agreed that Maple View Lodge is a twenty-four (24) hours per day, seven (7) days per week continuous operation.
 - (b) The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.
 - (c) The normal scheduled shift shall be composed of seven and one half (7.5) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period.
 - (d) The normal work week for a full-time employee shall be composed of five (5) shifts, that is thirty-seven and one half (37.5) hours per week.
 - (e) It is understood that at the change of shift there shall be additional unpaid time of up to fifteen (15) minutes per shift required for reporting which shall be considered to be part of the normal daily shift. Subject to c) above, should the reporting period extend beyond the 15 minutes, the entire reporting period beyond the end of the shift shall be considered overtime and paid at the applicable premium rate of pay.
 - (f) Should the employee be recalled to duty during his or her one half (1/2) hour unpaid meal period, the remainder of the time not taken shall be provided later in the shift.
- 12.02 A rest period of fifteen (15) minutes will be granted in each half shift at a time scheduled by the Employer. Employees will attempt to take rest periods as scheduled. However, if circumstances will not permit, one rest period of thirty (30) minutes per shift may be taken subject to the operations of the home.
- 12.03 Scheduling Regulations
- (a) The following applies to full-time employees:
 - (i) The Employer will schedule a full-time employee off for two (2) days during each work week.
 - (ii) The Employer may schedule the full-time employee for more than five (5) consecutive days of work, but not more than six (6) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days.
 - (iii) The Employer will schedule full-time employees every second weekend off. The remaining two (2) days off may be split.
 - (iv) A weekend off shall be defined as a minimum of fifty-six (56) consecutive hours commencing no later than 2200 hours on Friday until such time that the current shifts are altered.
 - (b) A period of two (2) consecutive shifts (i.e. sixteen (16) consecutive hours) shall be scheduled off between a change of shifts and at least twenty-four

(24) hours' time off shall be scheduled following night duty. A shorter period of time between changes of tour may be scheduled by mutual consent.

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

All regular part-time employees shall be scheduled in descending order of seniority. It is understood the Home will use a regular rotating schedule which may be subject to change from time to time. Regular part-time employees must be available to work as required in accordance with the following conditions:

- (i) One weekend in two (2).
- (ii) Availability for two of the three tours (i.e. days, evenings, and nights) although specific preference for one tour other than days will be respected when possible.
- (iii) To work as scheduled on either:
 - i) December 24 and December 25; or
 - ii) December 31 and January 1.
- (iv) To work at least two (2) tours a week and must be available to work third (3rd) tour if required.
- (v) To work four (4) weeks between July 1 and August 31.
- (vi) Regular part-time employees will declare on a bi-weekly basis their availability for extra work on specified days for the following two (2) week period or more. An employee who declares herself available for any tour and later becomes unavailable for extra work shall notify the Employer as soon as the change of circumstances becomes known.

For extra available shifts, after the schedule is posted an employee needs to declare this availability on a prescribed form that the employer will provide.
- (vii) The Employer will schedule regular part-time employees every third weekend off.
- (viii) Once the schedule is posted, regular part-time employees may make themselves available for additional call-in shifts.
- (ix) The Employer will not be required to offer scheduled or call-in hours of work which will result in overtime premium payment.
- (x) It is the regular part-time employee's responsibility to review the posted work schedule. Changes to the posted work schedule will be brought to the employee's attention.

- (xi) Regular Part-time Employees are obligated to work prescheduled shifts. In addition, part-time employees who accept a call-in shift must report for those shifts unless alternate arrangements have been made to the satisfaction of the Employer.
 - (xii) Assignment of seventy-five (75) hours in a pay period will not constitute a full-time position nor full time status.
 - (xiii) Provided the regular part-time employee is available, call-in hours will be offered on the basis of seniority. For purposes of call-ins, the employee will receive one (1) phone call at their designated number and if she/he is unable to accept, or cannot be reached, the Home shall contact the next employee. The employee who refuses the call-in shall be deemed to have been offered the shift and to have waived any claim to the shift for the purpose of distributing part-time hours as outlined above. The employee who is unable to be reached, shall be deemed to have waived any claim to the shift.
- (d) The following applies to both full and part-time employees:
- (i) A request for an exchange of shifts by full-time or part-time employees must be submitted in writing to the Director of Care or designate and co-signed by an employee willing to exchange the shift. It is understood that such exchange of shift shall not result in overtime payment, or other additional premiums to the Employer.
 - (ii) Shift schedules shall be posted at least two (2) weeks in advance covering at least a six (6) week period.
 - (iii) The night shift is the first shift of the day.
 - (iv) There shall be no scheduled split shifts.
 - (v) A weekend off shall be defined as a minimum of fifty-six (56) consecutive hours off commencing no later than 2200 hours on Friday until such time that the current shifts are altered.
 - (vi) It is understood that employees will be required to work either Christmas or New Year's. The scheduling provisions may be waived between December 15 and January 15 as required in order that the Employer can schedule all employees with three (3) consecutive days off at Christmas or New Year's. Schedules for this period shall be posted at least six (6) weeks in advance. Time off for employees at Christmas shall include December 24, 25 and 26. Time off at New Year's for employees shall include December 31 and January 1 and may include either December 30 or January 2. Employees shall rotate Christmas and New Year's from year to year (i.e an employee who works Christmas one (1) year shall have Christmas off the following year.)

In the event that the master schedule has been altered as result of the Christmas or New Year's scheduling and full-time employees

have fewer than ten (10) shifts, full time employees must submit a vacation or statutory holiday time off request for the missing shifts, otherwise the shift will be unpaid.

- (e) Should the Employer be required to cancel or change the schedule of shifts or days off with less than twenty-four (24) hours notice, the employee involved in such change(s) will be paid time and one half (1.5) their regular straight time hourly rate for those hours on the first shift in the new schedule.

Should the Employer be required to change the schedule of shifts or days off, the employees involved in such changes will be notified personally of such changes.

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

- (i) Casual part-time employees must be available to work in accordance with the following conditions and Article 2.02 (c) and cannot unreasonably or consistently be unavailable for work or refuse to work shifts;
- (ii) Availability for two of the three tours (i.e. days, evenings, and nights) although specific preference for one tour other than days will be respected when possible.
- (iii) Casual employees will declare on a bi-weekly basis their availability for call-in on specific shifts for the following two (2) week period. An employee who declares herself available for any shift and later becomes unavailable for the shift shall notify the Employer as soon as the change of circumstances becomes known.
- (iv) The Employer will not be required to offer call-in hours of work which will result in overtime premium payment
- (v) Casual employees who accept a scheduled or a call-in shift must report for those shifts unless alternate arrangements have been made to the satisfaction of the Employer.
- (vi) Acceptance of seventy-five (75) hours of call-in within a pay period will not constitute a full-time position nor full time status.
- (vii) Provided the casual employee is available, call-in hours will be offered on the basis of seniority. For purposes of call-ins, the employee will receive one (1) phone call at their designated number and if she/he is unable to accept, or cannot be reached, the Home shall contact the next employee. The employee who refuses the call-in shall be deemed to have been offered the shift and to have waived any claim to the shift for the purpose of distributing casual call-in hours as outlined above. The employee who is unable to be reached, shall be deemed to have waived any claim to the shift.

- (g) Employees who work during periods of time change from and to Daylight Savings time shall be paid for the actual hours worked on their shift at the

appropriate regular straight time or overtime rate.

12.04

Overtime

- (a) Unless otherwise provided, work in excess of seven and one-half (7.5) hours in a shift or seventy-five (75) hours in a pay period shall be compensated at the rate of time and one half (1 ½) of the regular straight time hourly rate.
- (b) A full-time employee will receive time and one-half (1.5) an employee's regular straight time hourly rate for all hours worked on the second (2nd) consecutive scheduled weekend save and except where:
 - (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (ii) Such employee has requested weekend work; or
 - (iii) Such weekend worked is worked as the result of an exchange of shift(s) with another employee.
- (c) A part-time employee will receive time and one-half (1.5) an employee's regular straight time hourly rate for all hours worked on the third (3rd) consecutive scheduled weekend save and except where:
 - (i) Such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - (ii) Such employee has requested weekend work; or
 - (iii) Such weekend worked as the result of an exchange of shift(s) with another employee.
- (d) Call Back and Reporting Pay
 - (i) When an employee has completed her regularly scheduled shift and left the Home and is called back to work and physically reports to work at Maple View Lodge outside of her regular hours, she or he shall be compensated at time and one-half (1.5) the regular straight time hourly rate from the time she or he physically reports to work with a minimum of four (4) hours pay at her straight time hourly rate.
 - (ii) A nurse who reports to work as scheduled or by call in unless otherwise notified by the Home, shall receive a minimum of four (4) hours pay at her regular straight time hourly rate. The nurse shall be required to perform any nursing duties assigned by the Home which she or he is capable of doing, if her or his regular duties are not available.

12.05

Prior to altering the starting or finishing times, or prior to introducing different tours or changing permanent shifts, the Employer shall notify the employees. Through the Labour Management Committee, the Bargaining Unit President shall bring forward any comments or concerns from the employees.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 The Employer may grant a leave of absence up to a maximum of twelve (12) months for personal reasons, without pay or loss of occupation classification, to any employee requesting such leave. Such request shall be in writing and each case shall be dealt with on its own merits. Such requests shall not be unreasonably withheld.

All leaves of absence shall be requested in writing at least thirty (30) days in advance of the start day of the requested leave and a written reply will be given within thirty (30) days of such request, except in cases of emergency.

13.02 Educational Leave

(a) An employee may request in writing a leave of absence without pay or without loss of seniority for a maximum of twelve (12) months to attend educational courses provided such courses are nursing related. Such requests shall not be unreasonably withheld.

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

- Full-time employees – up to \$100.00
- Part-time employees - up to \$50.00

Such payments shall be tax free if allowed by law.

13.03 Bereavement Leave

(a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to six (6) consecutive calendar days off without loss of regular pay for grieving the death of a member of his/her immediate family. “Immediate family” means parent, brother, sister, spouse, son, daughter, grandparent or grandchild. “Spouse” for the purposes of bereavement leave will also include a partner of the same sex. The Employer, in its discretion, may extend such leave without pay. Such leave shall apply to part-time employees for the days that they are scheduled to work. Part-time employees will be credited with seniority and service for all such leave.

(b) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to four (4) consecutive calendar days off without loss of regular pay for grieving the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. The Employer, in its discretion, may extend such leave without pay. Part-time employees will be credited with seniority and service for all such leave.

(c) The days cited above must be consecutive and must be taken to coincide with the memorial service or equivalent of the deceased person.

- (d) In the event of the death of a relative listed above for whom an employee is prevented by distance from attending the funeral, one (1) day of mourning leave with pay shall be granted to be taken to coincide with the date of death. Such leave shall apply to part-time employees for the days that they are scheduled to work.

13.04

Union Leave

- (a) Upon fourteen (14) calendar days written request, leave of absence without pay for up to two (2) employees shall be granted to employees for Association business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld. Management will provide rationale for the denial of any requested leave.

Leave of absence will be granted according to the following:

- (i) No more than one (1) employee shall be on leave at any one (1) time.
 - (ii) The aggregate total shall not exceed twenty (20) days in any calendar year.
 - (iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Association business.
 - (iv) The Association will give at least two (2) weeks' notice when possible.
- (b) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association.
- An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one hundred (100) days annually. Leave of absence for board members of the Ontario Nurse's Association will be separate from the Union leave provided in (a) above.
- (c) Leave of Absence for the President of the Ontario Nurses' Association
- An employee who is elected to the office of the President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years.
- (d) The Employer agrees to keep the salary and benefits whole for all employees on Union leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as EI, CPP EHT and WSIB premiums, and pension contributions. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the union would make any repayment of premiums under this provision, rather than the employee.
- (i) The employee agrees to notify the Employer of her or his intention to return to work two (2) weeks following termination of office.

(e) Leave of absence for Employees who Serve as Local Coordinators for the ONA

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

(f) ONA Staff Leave

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

13.05 Paid Jury or Court Witness Duty Leave

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

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

Where an employee is required by the Employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he shall be paid at regular or overtime rates, as applicable.

13.06 Pregnancy/ Parenting Leave(a) Entitlement

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

- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her or his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her or his former position unless the position has been discontinued in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular works are other than the standard work day) towards the probationary period to a maximum of thirty (30) tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Employer may request an employee to commence pregnancy leave at such time as the duties of her or his position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her or his work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave, provided under this Agreement who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to the *Employment Insurance Act*, shall be paid by Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the weekly benefit rate of fifty-five (55%) percent of the regular weekly earnings up to a maximum amount as defined by Service Canada and any other earnings. Such 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 Benefits, and shall continue while the employee is in receipt of such benefits to a maximum of fifteen (15) weeks. Normal weekly hours shall be determined by the average number of hours an employee worked during the EI benefit determination period.

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

13.07

Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave as provided for above, is eligible to be granted a personal leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her or his former position, unless her or his former position has been discontinued, in which case she or he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with shifts worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided to a maximum of thirty (30) shifts (225 hours for employees whose regular hours of work are other than the standard work day).
- (e) 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.
- (f) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque

stub is proof that she or his is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours shall be determined by the average number of hours an employee worked during the Employment Insurance determination period.

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

13.08 Quality Assurance Program

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

ARTICLE 14 – PUBLIC HOLIDAYS

14.01 The Employer recognizes the following days as public holidays:

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

Leave and payment for public holidays is in accordance with 14.02 and 14.03 for full-time employees and 14.04, payment only, for part-time employees.

The above holidays shall be observed on the day they are proclaimed by Federal, Provincial or Municipal Government. In the event that additional holidays are proclaimed by government and the total of the above plus the new day exceeds eleven (11) days per year, one day that is not covered by the *Employment Standards Act* from the list above shall be deleted.

14.02 Qualifying Provisions

In order for a full time employee to qualify for the above public holidays, she must work her last scheduled working day before and her first scheduled working day after the holiday, unless the employee is absent on any such day with permission of the Employer, which permission shall not be unreasonably withheld.

14.03 All full-time employees shall receive the public holidays outlined above without loss of pay subject to the qualifying provisions in 14.02 above and the provisions as follows:

- (a) When a full-time employee works on a public holiday she shall receive premium pay at the rate of time and one-half (1 ½) for the first seven and one-half (7 ½) hours worked on such holiday, and shall receive another day off with pay in lieu of the public holiday at her straight time hourly rate to be taken at a mutually agreeable time to the employee and her immediate supervisor as set out in (iii) below.

Where a public holiday falls on a scheduled day off, the full-time employee shall receive another day off with pay in lieu of the public holiday at her straight time hourly rate to be taken at a mutually agreeable time to the employee and her immediate supervisor as set out in (iii) below.

- (b) All requests for public holiday lieu days off must be submitted in writing to the Director of Care or designate four (4) weeks in advance of the day requested except in extenuating circumstances.

Such requests for public holiday lieu days shall be granted as requested provided that a member of the bargaining unit is available to cover the shift and that these requests do not incur premium payment for the employee replacing.

Public holiday lieu days shall not be taken in anything less than a full shift.

- (c) A full-time employee may only accumulate a maximum of three (3) public holidays at any time. Any accumulated public holidays carried over from one payroll year to the next must be taken prior to March 31st of the next payroll year. Public holiday lieu days earned and not taken by March 31st shall be paid for at the December 31st rate of pay of the preceding payroll year by no later than April 30th.
- (d) Where a full-time employee is required to work on a public holiday, she will be paid at the double time rate for any work performed on such day in excess of seven and one-half (7 ½) hours.
- (e) When a public holiday falls within an employee's vacation period, at the employee's request the Employer will endeavour to schedule the public holiday lieu day to the end of her or his vacation period subject to 15.01 g), or on another day off as per (iii) above.

14.04 A part-time employee who works on a recognized public holiday, subject to 14.02 above and 14.04 below, shall receive premium pay at the rate of one-and-one-half (1 ½) times for all hours worked on such holiday.

It is understood and agreed that public holiday pay is included within the percentage in lieu of fringe benefits provided under Schedule "A".

14.05 Where a public holiday falls in conjunction with a weekend, the Employer will endeavour to schedule the full-time employee who is scheduled to work the weekend

which is in conjunction with the public holiday on the public holiday, unless otherwise requested by the full-time employee working the weekend.

- 14.06 A shift that begins or ends during the twenty-four (24) hour period of the above holidays in 14.01 where the majority of hours worked falls within the public holiday shall be deemed to be work performed on the public holiday for the full period of the shift. Alternatively, a shift that begins or ends during the twenty-four (24) hour period of the above holidays in 14.01 where a majority of hours worked do not fall within the public holiday shall be deemed to not be work performed on the public holiday for the full period of the shift.
- 14.07 In addition to the holidays listed in 14.01 above, each full-time employee shall be allowed two (2) paid "float" days. The full-time employee will be eligible to take the float day between the first day of the first pay commencing the payroll year and ending the last day of the last pay of the same payroll year. The date and time for taking the float day shall be mutually agreed upon by the full-time employee and the Director of Care or designate giving consideration to the department's workload and operational requirements. Float days shall not be taken in anything less than a full shift. In no event shall the float day be carried over into the next payroll year. Part-time employees are not eligible for "float" days.
- 14.08 There shall be no pyramiding or duplication of this benefit.

ARTICLE 15 – VACATIONS

- 15.01 For the purposes of calculating entitlement for full-time employees:
- (a) The annual vacation entitlement shall be based on the employee's service with the Employer calculated from the last date of hire or adjusted service date calculated by the Employer as per article 11.06.;
 - (b) The full-time employee will be credited with his or her vacation entitlement at the beginning of the vacation year. The vacation year shall run from the first day of the first pay commencing the payroll year and ending the last day of the last pay of the same year;
 - (c) Unless there is specifically authorized carry-over, all vacation should be taken prior to the last day of the last payroll of each vacation year or it will be paid out on the final payroll of the year. (The payroll year is defined as the one year period for which a T4 is issued);
 - (d) Vacation will not accrue during any absence exceeding thirty (30) continuous calendar days with the exception of maternity/parental leave and short-term disability with pay.
 - (e) Vacation may not be taken in anything less than a full shift.
 - (f) Full-time employees shall receive vacation with pay as follows:
 - (i) Upon hire, vacation will be pro-rated on the number of months divided by 12X15 to the nearest half day.

- (ii) In the vacation year during which the employee will complete one (1) full year of service, he/she will be credited with fifteen (15) working days of vacation leave.
 - (iii) In the vacation year during which the employee will complete three (3) years of service, he/she will be credited with twenty (20) working days of vacation leave.
 - (iv) In the vacation year during which the employee will complete eleven (11) years of service, he/she will be credited with twenty-five (25) working days of vacation leave.
 - (v) In the vacation year during which the employee will complete twenty-two (22) years of service, he/she will be credited with thirty (30) working days of vacation leave.
 - (vi) In the vacation year during which the employee will complete twenty-eight (28) years of service, he/she will be credited with thirty-five (35) working days of vacation leave.
- (g) For vacation requested in Articles 15.04 and 15.05 for vacation scheduling purposes, vacation requests in blocks of one (1) week will be given preference to single day vacation requests.
- (h) Full-time employees may carry over into the next vacation year seventy-five (75) hours. Requests for carry over are to be made on or before November 15th of the current vacation year. In considering such requests, the Employer shall give every consideration to its operational requirements.
- (i) (i) Where a full-time employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave. There shall be no deduction from vacation credits for such absences. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
 - (ii) Where a full-time employee's scheduled vacation is interrupted due to bereavement, the full-time employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement under the above provisions will not be counted against her/his vacation credited.

15.02

Upon termination of employment or if an employee transfers to part-time employment, he/she will be paid the pro-rated monthly portion of earned unused vacation that was credited at the beginning of the vacation year. Conversely, an employee will be responsible for payment of vacation taken but not earned, based on a pro-rated monthly calculation from the beginning of the vacation year. Where the employee has utilized vacation in excess of the prorated amount, the employee will consent to the deduction of any monies owed from his/her final full-time pay or first pay as a part-time employee.

15.03 For part-time employees, vacation pay shall be based on the applicable percentage of gross earnings in the current year as follows:

- (a) Less than three years of employment – 6%
- (b) Three (3) years or more of employment – 8%
- (c) Eleven (11) year or more of employment – 10%
- (d) Twenty-two (22) years or more of employment – 12%
- (e) Twenty-eight (28) years or more of employment – 14%

Service is calculated by the Employer based on Article 11.06.

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

15.04 (a) For vacation scheduling purposes only, the twelve (12) month period of April 1st to March 31st will be considered the vacation year. Vacation may be taken at any time during the year in accordance with the provisions below. Preferences for vacation leave will be granted based on seniority provided the vacation request is made in accordance with the Deadline Submission Date.

Employees shall advise their supervisor on the prescribed form as to their vacation requests as follows:

Vacation Period	Submission Deadline Date	Posting Date
April 1 to September 30 th	February 15 th	March 15 th
October 1 st to March 31 st	August 15 th	September 15 th

- (b) All other requests for vacation made within each “vacation period” as noted in 15.04 (a) shall be provided on a first come, first served basis and shall be submitted to their supervisor on the prescribed form at least two (2) weeks prior to the date of the posting of a work schedule. The Employer will provide the employee a written response to the request within two (2) weeks of the submission.
- (c) Vacation shall be granted based on operational requirements.
- (d) Vacation shall be distributed between full-time and part-time employees on the basis of seniority.
- (e) Subject to the provision of this Article, if there is a conflict between employees for vacation, seniority will govern. No amendments to the vacation schedule shall be made without the mutual consent of the

employees involved and supervisor taking into consideration the workload and operational requirements of the Department.

- (f) Each employee may request two (2) blocks of vacation during primetime based on seniority. A block shall not exceed two (2) weeks in primetime. Primetime is defined as the period between July 1st and September 1st. Based on operational and staffing requirements an employee may be entitled to receive his/her annual vacation in an unbroken period. For canvassing purposes a block shall be defined as not less than three (3) consecutive days and not greater than fourteen (14) calendar days. Preference will be given to employees who request blocks over single days.

Once all staff have been considered for a block of time, based on seniority, the Employer will start again at the top of the seniority list to book another block in the same manner. In the event that an Employee is not able to be granted any of their requested blocks of time, the Employee will be re-canvassed prior to starting again at the top of the seniority list to request a different block.

- 15.05 All other vacation requests must be submitted to the Director of Care or designate on the prescribed form at least two (2) weeks prior to the date of the posting of a schedule save and except in extenuating circumstances. The Employer will provide the employee a written response to the request within two (2) weeks of the submission except under extenuating circumstances.
- 15.06 Part-time employees shall be granted vacation leave without pay on the same basis as full-time employees as set out in 15.01(f). The annual vacation leave without pay for part-time employees shall be based on the employee's service with the Employer calculated from the last day of hire or adjusted service date calculated by the Employer as per Article 11.06. Vacation entitlement must be taken in blocks of calendar weeks.
- 15.07 It is understood that full time employees will not be required to make changes to their regular rotating schedule for the purpose of being granted vacation. More specifically, there should be no disruption to the full time employee's regular rotating schedule.

ARTICLE 16 - MISCELLANEOUS

16.01 Bulletin Board

The Union will be allowed access to a Bulletin Board at a mutually agreed upon location for the purpose of posting notices of meetings and other union related business. Such correspondence requires the approval of the Long Term Care Facility Manager or his/her designate, prior to the posting. The Long Term Care Facility Manager or his/her designate shall respond within seven (7) calendar days of the request.

16.02 Orientation/In service/Professional Development

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

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

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

- (i) She/he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, *Long Term Care Homes Act*, and the daily routine of employees in the Home on all three (3) shifts.
 - (ii) The period of orientation shall be for a minimum of seven (7) shifts. The Employer will not unreasonably deny requests for additional orientation.
 - (iii) She/he shall be scheduled as an additional employee to the usual staffing pattern during orientation.
 - (iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (b) Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will provide programs related to the Ministry of Health Long Term Care in service requirements. Available programs will be publicized.
- (c) Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the nurses involved.

16.03 Aggressive Residents

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

16.04 Criminal Reference Checks

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

Original criminal reference checks and original receipts are required.

ARTICLE 17 – SICK LEAVE, SHORT & LONG TERM DISABILITY

17.01 The following terms are established for the full-time employees’ sick leave and short-term disability programs:

(a) The purpose of the full-time employees’ sick leave and short-term disability programs described in this Article is to compensate full-time employees for loss of income due to absence from work because of legitimate personal illness or injury.

(b) Sick Leave

For absences of two (2) consecutive working days or less: full-time employees who have successfully completed their probationary period, who experience absences of two (2) consecutive working days or less due to illness or injury, will be paid for at 100 percent (100%) of gross salary by means of sick leave to a maximum of seven (7) working days per payroll year (prorated for employees completed probation to one (1) year of services.)

(c) Short-Term Disability

For absences of three (3) consecutive working days or more: all full-time employees who have successfully completed their probationary period will be covered by the short-term disability program for absences due to illness or injury commencing the third (3rd) day of absence on the following basis and in the following order:

Order/Level	Coverage (% based on regular wages)	Maximum coverage per year
1	2 day waiting period	16 weeks (or 80 days)
2	10 weeks at 100%	
3	6 weeks at 85%	

For the two-day waiting period for short-term disability, employees will be permitted to use up to two (2) sick leave days from (ii) above so long as the employee has enough sick leave credits available.

(d) The maximum number of hours of sick leave and STD combined permitted per payroll year is six hundred and fifty-two and one half (652.5) for full-time employees working a thirty-seven and one half (37.5) hour work week regardless of the number of occasions the Sick Leave and/or STD is accessed. Where short-term disability claim overlaps two payroll years under no circumstances will a full-time employee be entitled to more than seventeen (17) calendar weeks for that short-term disability claim.

(e) Full-time employees shall have the option to top up their short term disability to 100% of their regular wages by using unused vacation, banked lieu time or banked statutory holiday time.

17.02 As a cost containment measure and to prevent potential abuse, the following stipulation will apply to the Sick Leave and Short Term Disability Plan.

- (a) For absences of less than five (5) days, where there is evidence of potential abuse of the sick leave plan, the Employer reserves the right to request a medical certificate / doctor's note from a duly recognized health care practitioner, dated and signed, stating that the employee is unable to perform his/her duties and indicating the probable duration of the illness. The Employer will pay 100% of the costs of such certificate.
- (b)
 - (i) The Employer will require fully completed medical documentation of illness or disability on the employers prescribed (functional abilities) form when sick leave / short-term disability exceeds five (5) consecutive calendar days. This medical documentation is mandatory in order to substantiate the short-term disability claim prior to payment of benefits beyond one (1) pay period. The Employer shall pay 100% of the costs of such certificate.
 - (ii) In the case of prolonged illness, the employee shall submit such periodic reports on the employee's condition at the Employer's request.
 - (iii) Where there is evidence of suspected misuse of short term disability, an employee may be required to have an independent medical examination by a qualified medical physician jointly chosen by the Employee and the Employer. In such cases, the Employer will pay the costs of the examination.
- (c) Part-time and casual employees are subject to the requirements to provide proof of illness and other conditions contained in Article 17.02. The Employer shall pay 100% of the costs of such certificate.

17.03 A recurrent illness or disability as certified by a qualified medical practitioner is considered to be the same illness or disability if separated by less than (3) months of active full-time work.

17.04 Long Term Disability

Full-time employees are covered by the Long Term Disability Insurance Plan now in effect. The benefit amount is 66.67% of monthly earnings to a maximum of \$10,000 per month after a qualifying period of 120 days. The Employer shall pay one hundred percent (100%) of the premium cost.

17.05 Payment Pending Determination of WSIB Claims

- (a) All employees shall be covered by the Workplace Safety and Insurance Act. Employees must report all work injuries or illness immediately to the Employer. An employee injuring during work and who requires medical treatment outside of the workplace shall be compensated for the balance of the shift, if required, in accordance with the Workplace Safety and Insurance Act.

- (b) An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of his or her claim for WSIB benefits will have his or her pay continued based on the entitlement arising out of the Sick Leave and STD plans pending approval of the claim. The payment of an advance shall be made by the Employer on the basis of the following terms and conditions:
- (i) The funding of the advance will be from the employee's Sick Leave and Short Term Disability entitlement.
 - (ii) Upon approval of claim, the employee's WSIB benefits (if paid) will be assigned to the Employer for advances that were made pending the approval.
 - (iii) Prior to the payment of an advance, the employee must provide satisfactory evidence of his/her disability.
 - (iv) If the employee's claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave and STD plans.
- (c) When a full-time employee is in receipt of compensation benefits from the Board, the Employer shall pay one hundred (100%) percent of the group premiums not eligible for waiver of premium for a period of up to twelve months from the date of disability. After twelve (12) month period, benefits not eligible for a waiver of premium will be discontinued.

ARTICLE 18 – COMPENSATION

18.01 Shift Premium

Effective date of ratification, an employee shall be paid a shift premium of two dollars and fifteen cents (\$2.15) for each hour worked on the evening shift and two dollars and forty five cents (\$2.45) per hour for each hour worked on the night shift.

18.02 Weekend Premium

Effective date of ratification, An employee shall be paid a weekend premium of two dollars and forty five cents (\$2.45) for each hour worked between 2200 hours Friday and 0600 hours Monday.

18.03 Responsibility Allowance

The Employer shall designate a nurse as in charge on the evening shift, night shift, weekend shift and on Holidays where there is no Nursing management staff on site.

Effective date of ratification, when an employee is assigned the responsibility of Nurse-in-Charge of the Home on evenings, nights, weekends, and Holidays, she or he shall be paid a responsibility allowance of two dollars (\$2.00) per hour in addition to her or his regular salary and shift and weekend premiums.

18.04 Payroll Policies

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

18.05 Recognition of Previous Experience

- (a) (i) A claim for recent related clinical nursing experience shall be made in one (1) submission in writing by the employee within ninety (90) calendar days from their first day of hire.
- (ii) The employee shall cooperate with the Employer by providing verification of previous experience so that her/his recent related clinical nursing experience may be determined and evaluated during his/her probationary period. Such verification will be on company letterhead, detailing the position or positions held by the employee, the dates the employee was employed and the total regular hours worked by the employee.
- (iii) Having established the recent related clinical nursing experience, the Employer will credit a new employee with an annual service increment for each year of service, including pro-rated part-time experience up to a maximum level of the salary grid.
- (iv) If a period of more than two years has elapsed since the employee has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

(b) Increments

Annual increments shall be payable on each full-time employee's anniversary date of employment or adjusted service date and after fifteen hundred (1,500) hours of service in the case of part-time employees, as calculated in accordance with Article 11.06. Employees shall appropriately placed on the new grid.

(c) Full-Time – Part-time Transfer

A full-time employee whose status is altered to part-time will assume her or his same level on the part-time grid and vice versa. Subject to Article 11.06, service since the last increment shall be included in the calculation.

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

18.07 Realignment of Duties and Establishment of New Positions

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

ARTICLE 19 – WORKPLACE INJURIES AND ILLNESS

- 19.01 (a) The Employer will notify the President of the local employees' Union of the names of all employees who go off work due to a work related injury/illness or when an employee goes on LTD.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability, the Home will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to suitable work. An employee's return to work will not be delayed because of the unavailability of a Labour Relations Officer or a member of the local executive.
- (c) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Act Form 7 (Employer Report of Accidental Injury or Industrial Disease) at the same time as it is sent to the Board.

Workplace injury/illness claims will be administered in accordance with the *Workplace Safety and Insurance Act* by the Workplace Safety and Insurance Board.

ARTICLE 20 – DURATION OF THE AGREEMENT

- 20.01 The term of this Agreement is from April 1st, 2018 to March 31st, 2020 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 20.02 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.
- 20.03 Retroactivity

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

Retroactivity will be paid within three full pay periods (approximately 6 weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours

paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

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

SIGNING PAGE

Dated and signed at Brockville, Ontario, this 21st day of February, 2020.

FOR THE EMPLOYER

“Colleen Hickey”

“Lindsay Armstrong”

“Tracy Jordan”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Karina Salutari-Cherverie”

“Angela Hanna”

SCHEDULE A
SALARY SCHEDULE

A1 Registered Nurse (including RAI Co-Ordinator)

	Effective April 1, 2018	Effective April 1, 2019
Start	\$32.66	\$33.23
1 year	\$32.81	\$33.39
2 year	\$33.36	\$33.94
3 year	\$35.00	\$35.62
4 year	\$36.66	\$37.30
5 year	\$38.72	\$39.40
6 year	\$40.80	\$41.52
7 year	\$42.89	\$43.64
8 year	\$45.94	\$46.75
25 year	\$46.76	\$47.57

Initial placement of the Grid

Employees will be placed on the initial salary grid in accordance with their previous experience under Article 18.05 and service. In the event a nurse's wage rate would be reduced by this method, his/her wage rate shall be maintained until the nurse qualifies for a rate on the grid that would provide an increase. This provision is effective December 31, 2011.

A2 The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time shall be those calculated in accordance with the following formulas:

Applicable straight time hourly rate + 13%

The hourly salary rates payable to part-time employees include compensation in lieu of all fringe benefits which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that public holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Part-time employees who are enrolled in OMERS shall have the thirteen percent (13%) in lieu of fringe benefits reduced to nine percent (9%).

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

A3 Part time employees who are currently enrolled in the benefit and sick leave/short & long-term disability plans will not receive percentage in lieu and will receive paid holidays.

SCHEDULE B

Insurance Plans – Full-Time Employees

1. It is recognized that the Employer's sole responsibility to pay the premiums to enrol and maintain full-time employees who have successfully completed their probationary period in the benefits highlighted below and in the Employer's Human Resources Policies and Procedures manual. The details of the benefits plans are in accordance with the benefits booklet produced by the benefits carrier(s). The Employer shall pay one hundred percent (100%) of the premiums necessary in order to enrol and maintain the employees under the age of sixty-five (65) in the following benefits:

- (a) Health care
- (b) Dental (current ODA fee schedule)
- (c) Life insurance
- (d) Accidental death and dismemberment insurance
- (e) Long-term disability

The Employer agrees to pay one hundred percent (100%) of the premiums necessary in order to enrol and maintain the full-time employees from the attainment of age sixty-five (65) to the attainment of age seventy (70) in the following benefits:

- (a) Health care
- (b) Dental (current ODA fee schedule)
- (c) Life insurance – at fifty percent (50%) of the pre-age sixty-five (65) benefit amount
- (d) Accident death and dismemberment insurance – at fifty percent (50%) of the pre-age sixty-five (65) benefit amount

In accordance with the terms and conditions of the policy of insurance providing the above benefits, benefits will be subject to integration with the Ontario Drug Benefit Program from the attainment of age sixty-five (65) to the attainment of age seventy (70).

2. Vision Care

Effective January 1, 2020 four hundred \$400.00 in any twenty-four (24) month period for full-time employees and family including eye examinations not covered by OHIP.

Hearing Aids

Effective date of ratification, hearing aids up to seven hundred dollars (\$700) per person every 36 months.

3. The level of coverage in the above noted benefits shall be set at the existing level of benefits for full-time registered nurses, as may be amended from time to time, provided, however, that the level of any benefits shall not be reduced.

In the event the Employer proposes changes to the benefit plans, the Union and the Employer agree to negotiate any changes in good faith.

Part-time employees who are currently enrolled in the benefit and sick leave/short & long term disability plans will not receive percentage in lieu and will receive paid holidays.

SCHEDULE C**Pension Plan**

In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees' Retirement Plan (OMERS). Part-time employees may also participate in the OMERS plan in accordance with the provisions of the OMERS Act and the Pension and Benefits Act.

SCHEDULE D**Professional Responsibility
Assessment Committee Chairpersons**

Joan Cardiff (Edwards)
40 Prince Albert Street
Ottawa, ON K1K 2A4
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Judy Peterson
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(705)-835-6569

LETTER OF UNDERSTANDING

Between:

UNITED COUNTIES OF LEEDS AND GRENVILLE
“MAPLE VIEW LODGE”
(“the Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(“the Union”)

Re: Occupational Health and Safety Committee

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

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

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

Dated and signed at Brockville, Ontario, this 21st day of February, 2020.

FOR THE EMPLOYER

“Colleen Hickey”

“Lindsay Armstrong”

“Tracy Jordan”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Karina Salutari-Cherverie”

“Angela Hanna”

LETTER OF UNDERSTANDING

Between:

**UNITED COUNTIES OF LEEDS AND GRENVILLE
“MAPLE VIEW LODGE”
 (“the Employer”)**

And:

**ONTARIO NURSES’ ASSOCIATION
 (“the Union”)**

Re: Whistle Blowing Protection

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

Dated and signed at Brockville, Ontario, this 21st day of February, 2020.

FOR THE EMPLOYER

“Colleen Hickey”

“Lindsay Armstrong”

“Tracy Jordan”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Karina Salutari-Cherverie”

LETTER OF UNDERSTANDING

Between:

UNITED COUNTIES OF LEEDS AND GRENVILLE
“MAPLE VIEW LODGE”
(“the Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(“the Union”)

Re: Supernumerary Positions

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

Dated and signed at Brockville, Ontario, this 21st day of February, 2020.

FOR THE EMPLOYER

“Colleen Hickey”

“Lindsay Armstrong”

“Tracy Jordan”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Karina Salutari-Cherverie”

“Angela Hanna”

LETTER OF UNDERSTANDING

Between:

UNITED COUNTIES OF LEEDS AND GRENVILLE
“MAPLE VIEW LODGE”
(“the Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(“the Union”)

Re: Violence in the Workplace

- (a) Violence for all purposes in the collective agreement shall be defined as per the OHSA, such as, but not limited to, any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/ injury/illness or that gives a person reason to believe that s/he or another person is at risk of physical and/or psychological trauma/harm/ injury/illness. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) 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.
- (c) The Employer will make every reasonable effort to inform the Union, in writing, within three (3) days or as soon as practicable of any employee who has been subjected to violence while performing his/her work.
- (d) The Employer and the Union recognize the Employer’s obligation under Section 25 (2) (h) to take every precaution reasonable to protect employees and Section 32.0.5 (3) of the OHSA to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

- (e) Where the Employer assigns employees responsibilities including those supervisory responsibilities under the OHS Act Section 25 (2) (a), the Employer will ensure that the employees have received sufficient training to ensure competency under the Act.

Dated and signed at Brockville, Ontario, this 21st day of February, 2020.

FOR THE EMPLOYER

“Colleen Hickey”

“Lindsay Armstrong”

“Tracy Jordan”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Karina Salutari-Cheverie”

“Angela Hanna”

LETTER OF UNDERSTANDING

Between:

UNITED COUNTIES OF LEEDS AND GRENVILLE
“MAPLE VIEW LODGE”
(“the Employer”)

And:

ONTARIO NURSES’ ASSOCIATION
(“the Union”)

Re: Master Schedule Posting and Prime Time Vacation Scheduling

The Union and the Employer agree to use the “Master Schedule Posting Template” on a trial basis for a period of (1) one calendar year.

The Union and the Employer further agree to transparency in prime time vacation scheduling by using a prime time vacation schedule calendar for Employees to select their blocks of vacation time for the summer 2020 prime time period

The Union and the Employer will discuss any issues arising from the new scheduling regulations at each Labour Management Committee meeting or as requested by either party.

Should the Union or the Employer wish to halt the trial period, they may do so in writing with no less than (2) two months notice, at which time the parties will revert to the collective agreement language regarding scheduling.

Should the Union and the Employer wish to adopt the “Master Schedule Posting Template” on a permanent basis, the matter shall be brought forward during the next round of negotiations.

Dated and signed at Brockville , Ontario, this 21st day of February , 2020.

FOR THE EMPLOYER

“Colleen Hickey”

“Lindsay Armstrong”

“Tracy Jordan”

FOR THE UNION

“Cari Bailey”

Labour Relations Officer

“Karina Salutari-Cherverie”

“Angela Hanna”
