

## **COLLECTIVE AGREEMENT**

Between:

**VILLA COLOMBO HOMES FOR THE AGED, INC.**  
(Hereinafter referred to as the "Employer")

And:

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

Expiry: March 31, 2023

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to provide orderly bargaining relations between the Employer and its nurses represented by the Association; to provide for the prompt and fair disposition of grievances; and to provide mutually satisfactory working conditions, hours of work and rates of pay.
- 1.02 It is recognized that the nurses will work together with the Employer to procure the best possible nursing care and health protection for residents.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 This Agreement shall apply to all nurses in the bargaining unit, that is, all Registered and Graduate Nurses engaged in a nursing capacity, employed by Villa Colombo Homes for the Aged, Inc. in the Municipality of Metropolitan Toronto, save and except the Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.
- 2.02 The Employer recognizes the Association as the sole collective bargaining agent for all nurses of the Employer in the bargaining unit defined above.
- 2.03 A Registered Nurse is a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.

A Graduate Nurse is defined as a nurse with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements for whatever reasons.

The parties agree that those employees who are Graduate Nurses in jurisdictions other than Ontario and who are presently employed as Nurses Aides do not fall within the bargaining unit.

A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of Registered Nurse and she/he will be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

- 2.04 (a) A “full-time nurse” shall be defined as a nurse who normally works seventy-five (75) hours (excluding lunch period) in any two week period.

- (b) A “regular part-time nurse” shall be defined as a nurse who has made a commitment, as defined in Article 11.02, to the Employer and who is regularly scheduled to work on a predetermined basis for less than seventy-five (75) hours (excluding lunch period) in a two week period.
  - (c) A “casual part-time nurse” is defined as a nurse who has not made a commitment to the Employer, but who submits her availability for work on an ongoing basis, and who is assigned work for less than seventy-five (75) hours (excluding lunch periods) in a two week period.
- 2.05 All references to nurses in this Agreement include both male and female and whenever the male and female gender is used, it shall be construed to include both male and female nurses.
- 2.06 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit except:
- (a) In cases of emergency;
  - (b) When instructing other employees;
  - (c) When performing development or experimental work;
  - (d) When regular employees are not available.
- 2.07 When it is decided to not fill a position following an employee’s resignation, the Employer will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representations on this matter.
- 2.08 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the employee to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Association recognizes that the management of its operation and the direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of its Residents, and assure the effectiveness of such standards and procedures;
  - (b) Maintain order, discipline and efficiency;
  - (c) Hire, promote, demote, direct, assign to shifts, classify, transfer, lay off, recall and discharge, suspend, or otherwise discipline nurses

provided that a claim of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as herein after provided;

- (d) Enforce and alter from time to time reasonable rules and regulations to be observed by the nurses which are not inconsistent with the provisions of this Agreement;
- (e) Determine the schedule of operation, the number of shifts, quality and quantity standards, the sub- contracting of work, the equipment and machinery to be used, decide on the number of nurses needed by the Employer at any time, the number of hours to be worked, the starting and quitting times, when overtime shall be worked, and require nurses to work overtime where reasonable efforts fail to produce sufficient volunteers.
- (f) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees and to require medical examinations annually or more often if reasonably necessary.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 – ASSOCIATION SECURITY**

- 4.01 The Association will not nor will any nurse engage in Association activities during working hours or hold meetings at any time on the premises of the Employer without the written permission of the Employer.
- 4.02 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse.
- 4.03 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions will be made on the first regular deduction date following their date of hire. The Association shall notify the Employer of any changes in the amount of dues from time to time.
- 4.04 The Employer shall provide the Union with a list of nurses showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date,

where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members' current addresses and phone numbers, shown on the Employer's personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual employees in writing (or e-mail) to the Administrator (or designate). The employer will respond to such requests with any information it has which is readily available, within two weeks.

- 4.05 In consideration of deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liability arising from the operation of this article.

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

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

#### **ARTICLE 6 – ASSOCIATION REPRESENTATION**

- 6.01 The Employer agrees to recognize two (2) nurse representatives, however not more than one per shift. The Association shall notify the Employer in writing of the names of representatives and any changes thereto.
- 6.02 The Employer will recognize a Grievance Committee consisting of two (2) representatives. A committee member may investigate and process grievances in accordance with the grievance procedure set out in this Agreement.
- 6.03 The Employer agrees to recognize a Negotiating Committee of up to two (2) nurses and the Association's representative. The Association agrees to notify the Employer in writing of the names of the members of the Negotiating Committee and any changes thereto. Any regular part-time and/or casual part-time nurse shall be credited with service and seniority for all time spent during negotiations.
- 6.04 The Employer agrees that there shall be a Home Association Committee composed of an equal number of appointed representatives of the Employer and Association. It is understood and agreed that neither party shall have more than three (3) representatives on the committee. Meetings of this committee shall be held at the request of either party, but at least quarterly. The purpose of the committee shall be to discuss matters relating to government initiatives that impact on the bargaining unit, workload,

scheduling matters, job content or other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of chairperson shall rotate between the parties. Additional representatives of the Employer and/or Association may attend the meeting if so requested by both parties.

With the understanding that:

- i) Meetings will occur during the day shift and all attempts will be made to complete the meetings prior to the end of the shift.
- ii) Nursing Directors will work with the RNs to help them cover their workloads during meeting times.
- iii) Meetings may need to be longer than one hour. The Committee will determine the required length.

6.05 When an employee is engaged in the handling of grievances in accordance with Article 8, and when an employee attends regular scheduled management meetings with management such employee will be compensated for the time so taken during regular working hours at her regular rate of pay.

The Employer agrees to pay employee members of the negotiating committee as outlined in Article 6.03 for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including conciliation.

6.06 Wherever possible the processing of grievances and other activities on behalf of the Association shall be performed outside regular working hours. Where it is necessary to investigate or process grievances or to negotiate with the Employer during working hours, the nurse representatives or committee members shall not leave their work to perform these functions without the prior consent of their respective supervisors. It is understood that nurse representatives and committee members will not absent themselves from regular duties unreasonably.

6.07 The representative of the Ontario Nurses' Association will obtain prior consent of the Chief Executive Officer or designate before entering the Home. Such consent shall not be arbitrarily withheld.

6.08 Meetings

The parties recognize the value of nurses' input and participation in committee meetings. All joint Employer Association meetings shall be scheduled where practical during the nurse's regular working hours. The Association representative shall notify their unit Nursing Director of the meetings prior to posting of the schedule, where possible, or with as much notice as possible given the circumstance. The Employer will provide replacement staff where operationally required.

The employer agrees to pay for time spent during regular working hours for representatives of the Association attending meetings with the Employer.

## **ARTICLE 7 – NO DISCRIMINATION**

- 7.01 There shall be no discrimination by the Employer or the Association or its members against any nurse on any basis provided by the *Ontario Human Rights Code*.
- 7.02 The parties hereto agree that no nurse in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of activity or lack of activity in any labour organization.
- 7.03 (a) The Union and Employer agree to abide by the *Ontario Human Rights Code*. The parties recommend and encourage any employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.
- (b) Where a nurse requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (c) An employee who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this agreement.
- 7.04 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the *Ontario Human Rights Code*.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 The purpose of this article is to establish a procedure for the prompt handling of grievances. A nurse representative may assist the grievor at any stage of the grievance procedure if so requested. Prior to formal discipline or discharge, the Employer shall notify the nurse, in advance, of her entitlement to union representation.
- 8.02 A nurse who has a complaint relating to the interpretation, application, administration, or alleged violation of the Agreement shall discuss her complaint with the Nursing Director of the unit. Such complaint shall be brought to the attention of the Nursing Director of the unit within ten (10) calendar days of the nurse becoming aware of the circumstances giving rise to the complaint. The Nursing Director of the unit shall state her decision orally within seven (7) calendar days of receiving the complaint.



Step #1

Should the nurse be dissatisfied with the Nursing Director of the unit's disposition of the complaint, such nurse may within seven (7) working days of the reply to the complaint by the Nursing Director of the unit, refer such matter in writing to the Director of Resident Services who shall answer the grievance in writing within five (5) working days.

Step #2

If no settlement is reached at Step #1, the grievance may be referred in writing to the Chief Executive Officer or designate. The parties shall meet to discuss the grievance within seven (7) working days of the Director of Resident Services' reply or at a time mutually agreed upon. The Association representative may be in attendance at this meeting at the request of either party. The Chief Executive Officer or designate shall reply in writing within five (5) working days, with a copy to the Association representative. If the grievance is not settled it may be referred to arbitration as hereinafter provided.

- 8.03 (a) The Association or the Employer may initiate a grievance beginning at Step #2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and in the form described in Step #1. Any such grievance may be referred to arbitration under Article 10 by either the Association, in the case of an Association grievance or the Employer in the case of an Employer grievance.
- (b) All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Association will be final and binding upon the Home and the Association and the nurses.
- 8.04 Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Ontario Labour Relations Act*. However, time limits may be extended by mutual agreement in writing between the Employer and the Association.
- 8.05 Probationary nurses may be terminated for reasons based on performance and ability to do the job, including skills, suitability and availability. Such termination may be grieved in accordance with the *Ontario Labour Relations Act*.
- 8.06 Any time limit referred to in the grievance or arbitration procedure shall be inclusive of Saturdays, Sundays and holidays observed by the Employer.
- 8.07 In the event of a grievance common to a group of two or more nurses, the Association may file a group grievance on behalf of such a group. The

Association shall verbally take the matter up with the Director of Resident Services at Step #1.

## **ARTICLE 9 – DISCHARGE AND SUSPENSION CASES**

9.01 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, in most circumstances it will also notify the local Union.

The Employer agrees that where a nurse is required to attend a meeting with the Employer that will likely lead to disciplinary action, as a good labour relations practice, it will inform the nurse of the purpose of the meeting.

9.02 A nurse who is discharged or suspended may file a grievance at Step #2 of the grievance procedure within ten (10) calendar days after such discharge or suspension.

9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 10;

- (a) Confirming the Employer's action
- (b) Reinstating the nurse with compensation for regular time lost subject to the nurse's duty to mitigate; or
- (c) Disposing of the grievance in any other manner which may be just and equitable.

## **ARTICLE 10 – ARBITRATION**

10.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) calendar days of the reply under Step #2. The recipient party shall, within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore,

notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 10.02 The appointee so selected shall, within fifteen (15) working days of the appointment of the second of them, or at a time mutually agreed upon, appoint a third person who shall be the chairman. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman, within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any nurse affected by it. A decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern.
- 10.03 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly bear the cost and expenses of the chairman of the Arbitration Board, if any.
- 10.04 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 10.05 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where grievance concerns:
- (a) Selection decisions on job vacancies
  - (b) Premiums
  - (c) Scheduling issues
  - (d) Article 20 – Compensation issues
  - (e) Entitlement to leaves, including vacation
  - (f) Short term layoffs
  - (g) Dues issues
  - (h) Any other issues agreed by the parties

The matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 10.06. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of the sole arbitrator. Within seven (7) calendar

days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party involving the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 10.04, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Ontario Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

- 10.06 For all other grievances, the matter shall be determined by a three (3) person Board of Arbitration, unless the parties agree to proceed under Article 10.05. The party requesting arbitration shall, at the time of notification of its decision to submit the difference or allegation to arbitration shall name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee. However, if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two (2) nominees, or the parties, if they have agreed not to utilize nominees shall attempt to select by agreement a Chair of the arbitration board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## **ARTICLE 11 – JOB SECURITY**

- 11.01 Seniority shall be determined by length of service with the Employer since date of last hire. It is recognized that fifteen hundred (1,500) paid hours equals one (1) year of full-time service for regular part-time and/or casual part-time nurses.
- 11.02 The employer will post a current seniority list for full-time, regular part-time and casual part-time nurses in January and July of each year. Copies of this seniority list will be sent to the Association. Seniority lists shall be posted in hours for regular part-time and casual part-time nurses.
- 11.03 New employees shall serve a probationary period of four hundred and fifty (450) paid hours before acquiring seniority rights, which shall then date back to their last date of hire with the Employer.

A nurse who has not completed her probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

11.04 For purposes of seniority under this Agreement;

- (a) A nurse whose status is changed from regular part-time and/or casual part-time to full-time shall receive a seniority position equal to the number of hours worked on the basis of fifteen hundred (1,500) paid hours of regular part-time and/or casual part-time service equalling one year of full-time seniority.
- (b) A nurse whose status is changed from full-time to regular part-time and/or casual part-time shall transfer her full seniority upon assuming a regular part-time and/or casual part-time position and shall then continue to accrue seniority in accordance with hours worked.

11.05 (a) Seniority and service shall be retained and accumulated when a nurse is absent from work under the following conditions:

- i) when on leave of absence with pay;
- ii) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
- iii) when in receipt of sick leave;
- iv) when in receipt of Workers' Compensation;
- v) when on Pregnancy and Parental Leave;
- vi) when absent on account of accident or illness and not in receipt of sick leave or Workers' Compensation.

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

(b) Seniority and service shall be retained but not accumulated when a nurse is absent from work under the following circumstances:

- i) when on an approved leave of absence without pay, for the period which exceeds thirty (30) continuous calendar days;
- ii) when absent due to lay-off for more than twelve (12) months;
- iii) when on leave of absence for purposes of upgrading nurse education for up to twelve (12) months. An extension, if requested, shall not be unreasonably denied;
- iv) when absent due to illness to a maximum of thirty (30) months.

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

(c) Seniority and service once established for a nurse shall be forfeited and the nurses shall be deemed to be terminated under the following conditions:

- i) resignation;
- ii) if discharged and not reinstated through the grievance or arbitration procedures;

- iii) retirement;
  - iv) is laid off for more than twenty-four (24) calendar months;
  - v) if the nurse is absent from work for more than three (3) scheduled working days without notifying the Employer;
  - vi) if a nurse fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
  - vii) if a nurse takes a leave of absence without permission.
- (d) Seniority and service for regular part-time and/or casual part-time nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) consecutive calendar days.

Seniority and service for regular part-time and/or casual part-time nurses shall accrue for absences when on leave of absence with pay, when on Maternity and Parental leave, and when on approved leave of absence without pay that does not exceed thirty (30) continuous calendar days.

The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

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

- 11.06
- (a) In cases of lay-off, the Employer shall lay off nurses on the basis of seniority provided the remaining nurses are qualified to do the work required. Seniority for the purpose of lay-off shall be calculated up to the end of the last pay period prior to the notice of layoff date.
  - (b) Nurses shall be recalled in the reverse order of lay-off.
  - (c) All nurses who are on lay-off will be given job opportunities before any new nurse is hired.
  - (d) In the event of a proposed lay-off at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
    - i) provide the local Association with no less than ninety (90) days' notice of such layoff, and a copy shall be sent to the Ontario Nurses' Association Employment Relations Officer.
    - ii) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.
    - iii) meet with the Association to review

- the reasons causing the lay-off;
- the service which the Employer will undertake after the lay-off;
- the method of implementation, including areas of cutback, the nurses to be laid off and the bumping/vacancy process.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.07 When recalling a nurse after lay-off, she shall be notified by registered mail and allowed two (2) weeks to report for work and, in the meantime, if a nurse is recalled and is not immediately available for work, other nurses in seniority standing shall be recalled but shall be temporarily employed until the senior nurse reports within the two (2) week period as outlined. A nurse to whom a registered letter is sent in accordance with this article must contact the Employer within seventy-two (72) hours of the notice of return to work if she wishes the Employer to hold the job open for her for the full two (2) week period. It shall be the nurse's responsibility to keep the Employer notified as to any change of her address or telephone number so that they will be up to date at all times.

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

A nurse who is transferred to a position outside of the bargaining unit for a period of more than three (3) months but not more than fifteen (15) months or in the case of pregnancy or parental leave up to eighteen (18) months shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

The Union will be provided notice prior to the commencement of the transfers mentioned above. The notice will include the date the transfer commenced, the position of transfer and the duration of transfers.

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

- (b) In the event that a nurse is transferred temporarily to a position outside of the bargaining unit for a period in excess of one (1) year, or in the case of pregnancy or parental leave up to eighteen (18) months or a permanent position outside of the bargaining unit, she or he will lose all seniority held at the time of transfer. In the event the nurse is returned to a position in the bargaining unit, the nurse's seniority will accrue from the date of her or his return to the bargaining unit.
- (c) It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) An employee who accepts a transfer under Article 11.08 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

## **ARTICLE 12 – BULLETIN BOARDS**

- 12.01 The Association shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Association's legitimate business. Such notices must be approved by the Employer prior to their being posted and such permission shall not be unreasonably withheld.

## **ARTICLE 13 – HOURS OF WORK AND WORKING CONDITIONS**

- 13.01 The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time.
- 13.02 An unpaid meal time of one-half (½) hour shall be scheduled away from the floor during a nurse's tour whether day, evening or night. Where there is only one (1) Registered Nurse on a tour, it is recognized that this may not be possible. If the circumstances require that she remain on the floor, she shall be compensated at overtime rates for her meal period.
- Should the nurse be recalled to duty during the meal time, additional time shall be provided later in the tour.
- 13.03 A paid rest period of fifteen (15) minutes will be granted during each half tour. Nurses on evening and night tour will have the option of taking one rest period of thirty (30) minutes per tour.
- 13.04 Scheduling
- (a) Nurses shall receive every second weekend off, and will not be scheduled to work more than seven (7) consecutive days.



A weekend is defined as being fifty-six (56) hours off during the period following the completion of the Friday day shift until the commencement of the Monday day shift.

- (b) Time schedules will be posted two weeks in advance and shall cover a six week period, and shall not be changed with less than 48 hours' notice without the mutual consent of the nurse and the Employer. The Employer will endeavour to accommodate requests by nurses for specific days off.
- (c) All regular part-time nurses in a unit will be scheduled up to their committed hours by seniority before any casual part-time nurses are utilized.
- (d) The Employer shall use casual part-time nurses before incurring any overtime from regular part-time nurses.
- (e) When regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Employer will endeavour to offer additional tours to regular part-time and/or casual part-time nurses on the unit on the basis of seniority, subject to the following:
  - i) Nurses who wish to be considered for additional tours must indicate their availability in the manner prescribed by the Employer;
  - ii) A tour will be deemed to be offered whenever a call is placed;
  - iii) It is understood that the Employer will not be required to offer tours which would result in overtime premium pay;
  - iv) When a nurse accepts an additional tour, she/he must report for that tour unless arrangements satisfactory to the Employer are made;
  - v) Provided they are qualified, nurses may submit their availability to work additional tours to more than one unit, if to do so is in accordance with existing Employer practice.
- (f) Casual part-time nurses will declare their availability for a four (4) week period in writing, two (2) weeks in advance of the posting of the schedules.
  - i) Casual part-time nurses who, after declaring themselves available for work are no longer available to work shall notify the Home as soon as the change in circumstances occur.
  - ii) Casual nurses who have not accepted shifts offered within a four (4) month period will be contacted by the employer in

writing to review the employee's continued interest in remaining employed as a casual part-time employee. Should the employee decide to remain as a casual part-time employee, intention to do so will be required in writing and her availability submitted.

- iii) Should the employee fail to submit her availability as set above, she will be deemed to have vacated her employment with the Home and her name will be removed from the casual part-time list.
- (g) The Employer agrees not to change the tours of duty for presently employed nurses working on permanent tours except by mutual agreement, unless the reasonable dictates of the efficient operation of the institution require otherwise.
- (h) A request by a nurse for a change of scheduled working hours must be submitted in writing and be co-signed by the nurse willing to make the exchange. Such exchange must be approved by the Employer. Casual part-time nurses will not be excluded from this exchange process. Such approval shall not be unreasonably withheld.
- (i) The Employer will schedule each employee 5 consecutive days off at either Christmas or New Year's based on individual preference, subject to operational requirement. Where there is a conflict, seniority shall govern.

In the event that nurses can be granted both Christmas and New Year's Day off the most senior nurse, on a rotating basis, who has requested these days off shall be given the opportunity to take both off.

For those employees who have been granted time off at Christmas, the Employer will endeavour to provide Christmas Eve, Christmas Day and Boxing Day off. For those employees who have been granted time off at New Year's, the Employer will endeavour to provide New Year's Eve and New Year's Day off.

In the event of conflict, bargaining unit seniority shall be the decisive factor. Written requests for this time off must be received by the respective Nursing Directors by September 15<sup>th</sup>. Christmas and New Years' time off shall be posted by October 15<sup>th</sup>.

Regular scheduling may be waived from the 15<sup>th</sup> of December to the 15<sup>th</sup> of January in order to accommodate the employees during this period.

- (j) Regular part-time nurses must commit to work either Christmas or New Years, vacation and statutory holidays in conjunction with the

full-time nurses for whom they cover, so as to ensure that the shift is covered subject to Article 13.04(e).

- 13.05 Unless the RN consents to a change to the posted schedule, where less than forty- eight (48) hours' notice is given personally to a nurse for the cancellation of a scheduled shift, time and one half (1 ½) the nurse's straight time hourly rate will be paid on the nurse's next shift worked. This shall not include cancellation of scheduled shifts with 48 hours' notice or more.
- 13.06 Any nurse who arrives up to one-half (1/2) hour after the commencement of a tour because of being called with short notice shall be compensated for the full tour, provided the nurse stays for the remainder of the full tour.
- 13.07 A nurse who is called in or reports for work as scheduled shall receive a minimum of four (4) hours pay.
- 13.08 Where the Employer fails to schedule sixteen (16) hours off between shifts, the nurse(s) will be paid at the rate of time and one half (1 ½) her regular straight time hourly rate for all hours worked within the sixteen (16) hour period except:
- i) Where such hours are worked as a result of the nurse exchanging hours to convenience herself or another nurse;
  - ii) Where such hours are worked by the nurse to satisfy specific days of requested by the nurse.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### 14.01 Requests for Leave

Written requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made in writing four (4) weeks in advance of the leave, except in cases of emergency. A written reply will be given within seven (7) days of the date of such request, except in cases of emergency. If the leave of absence is denied, such written reply shall contain the reasons for the denial. Requests for leave of absence shall not be arbitrarily withheld. Such leaves are subject always to scheduling requirements.

### 14.02 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the nurse and the Employer. In this regard, the local parties will endeavour to provide flexible work schedules to accommodate the nurse's time off requirements.

- (a) Leaves of absence, with or without pay, may be granted to employees to attend professional and educational meetings,

courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. Requests for such leave will not be unreasonably denied.

- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one regularly scheduled shift.

- (c) Leaves of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the nurse to the Director of Resident Services or designate.

#### 14.03

#### Bereavement

- (a) An employee shall be granted up to four (4) regularly scheduled work days leave of absence without loss of wages, benefits, seniority or service in the case of the death of a parent, brother, sister, spouse, common law, or same sex partner, child, foster child or step child.
- (b) An employee shall be granted up to three (3) days regularly scheduled workdays leave of absence without loss of wages, benefits, seniority or service in the case of death of a step parent, mother in law, father in law, sister in law, brother in law, son in law, daughter in law, grandparent, grandchild.
- (c) An employee shall be granted one (1) day leave of absence without loss of wages benefits, seniority or service to attend the funeral of an aunt or uncle, niece or nephew.
- (d) Part-time Employees shall be granted bereavement leave without loss of salary or wages, seniority or service provided the scheduled work days occur within one week of the death of a relative in accordance with 14.03 (a) and (b). Paid bereavement leave shall cease within one week of the death or when the Employee informs the Employer they are available to work, whichever comes first.
- (e) Employees may request additional time without pay for bereavement leave. Such requests will not be unreasonably denied.

- (f) An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation.

## 14.04

Pregnancy and Parental Leave

- (a) Pregnancy/Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible, the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act, 1997*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Biweekly payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. The normal weekly hours for a regular part-time and/or casual part-time nurse shall be calculated by using the same period used for calculation of the Employment Insurance benefit in accordance with the *Employment Insurance Act*.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (h) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.
- (i) The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 14.04 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 14.04 provided the employee continues to pay his/her share of the premiums.
- (j) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the nurse's 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 week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse'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. The normal weekly hours for a regular part-time and/or casual part-time nurse shall be calculated by using the same

time period used for calculation of the Employment Insurance benefit in accordance with the *Employment Insurance Act*.

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

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

#### 14.05 Witness/Jury Duty

- (a) A nurse who is summoned as a juror or is subpoenaed as a witness to appear in a court of law, a coroner's inquest in connection with a case arising from the nurse's duties at the Employer, or administrative tribunal, other than proceedings by way of arbitration or before the Labour Relations Board, will be paid the difference between the amount she receives, or is entitled to receive, for such service and her regular wages for regular days she would otherwise have worked. The nurse shall provide to the Employer satisfactory proof of the amount paid to her, or to which she was entitled, for such service.
- (b) A nurse shall not be required to work the night shift preceding nor any tour on the day of the hearing provided the nurse provides the Employer with two (2) weeks' written notice of the hearing except in the case of emergency.
- (c) Where the Employer requires a nurse to attend any meetings in preparation for a case or legal proceedings, which either arises from a nurse's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings during the nurse's regularly scheduled hours of work. If the nurse is required to attend such meetings outside of her or his regularly scheduled hours, the nurse shall be paid for all hours spent at such meetings at her or his regularly straight time hourly rate of pay.

14.06 For an employee with at least two (2) years full-time or equivalent service (e.g., 3,000 hours of part-time RN service), upon application in writing by the Union to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article

21.04, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least ten (10) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

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

14.07 (a) Board of Directors' Leave

Nurses 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 as required. There should be no loss of seniority and service or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leave.

(b) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. There shall be no loss of service or seniority for a nurse during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

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

(c) Association Business

Leave of absence for Association Business shall be given up to a cumulative total of forty (40) days during the calendar year. Such leave shall not be arbitrarily withheld.

The Union will endeavour to give at least two (2) weeks' notice when possible.



The Local Coordinator will be granted such leaves as she/he may require to fulfil the duties of the position. Those leaves will be separate from the above forty (40) days.

- (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 E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and RRSP and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee. It is further understood that should EHT be switched to a premium based financing method there will be no obligation to reimburse the Employer for that cost.

(e) ONA Staff Leave

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

14.08 Professional Development

- (a) A nurse may be granted, at the Employer's discretion, up to three (3) paid days of professional development per year for purposes of attending short courses, conferences, and/or other such out-service educational programs which the Employer considers will be of value to the work performed at the Home.

A nurse must request such leave at least two (2) weeks in advance in writing to her supervisor.

- (b) A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of leave may include the night shift prior to and any scheduled shifts commencing on the day of the examination.

14.09 Family Medical Leave

- (a) An unpaid Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.
- (b) A nurse who is on Family Medical Leave shall continue to accumulate seniority and service. During the leave, the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating provided the Employee reimburses the Employer for the full cost of her share of the premiums.
- (c) Subject to any changes in a nurse's increment level on the pay grid which would have occurred had he or she not been on Family Medical Leave, the nurse shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

**ARTICLE 15 – JOB POSTINGS**

15.01 When a permanent or temporary vacancy exceeding sixty (60) days occurs the employer shall post notice of the vacancy for a minimum of seven (7) calendar days.

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

- i) skill, ability and experience;
- ii) seniority.

Where the factors in (i) are relatively equal, (ii) shall govern. However, if senior applicants are refused a position, they will be given in writing the reason for such refusal. Notwithstanding the level of entry to practice (baccalaureate degree in nursing) which will become effective in 2005, the Employer will not establish qualification or identify them in job postings in an arbitrary or unreasonable manner.

15.03 Full-time nurses may be considered for full-time postings on the same basis as regular part-time and/or casual part-time nurses.

15.04 Temporary full-time vacancies expected to be less than sixty (60) calendar days shall be offered to regular part-time nurses in order of bargaining unit seniority. If not filled, then it shall be offered to casual part-time nurses in order of bargaining unit seniority.

- 15.05 Temporary regular part-time vacancies expected to be less than sixty (60) calendar days shall be offered to casual part-time nurses in order of bargaining unit wide seniority.
- 15.06 Temporary vacancies expected to exceed sixty (60) calendar days shall be posted for seven (7) calendar days and filled in accordance with Article 15.02.
- 15.07 In matters of promotion and staff transfers of a permanent nature, successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change her employment status, classification or shift times.
- 15.08 A nurse who is absent due to leave of absence or illness, shall have the right to return to her former position, provided such position is still in existence, notwithstanding the parties' obligation, if any, under the *Ontario Human Rights Code*.

#### **ARTICLE 16 – PAID HOLIDAYS**

- 16.01 The following shall be recognized as holidays to be paid to all full-time nurses on the basis of her regularly scheduled normal daily hours of work at the regular straight time hourly rate specified in this agreement:

New Year's Day (Jan. 1 <sup>st</sup> )	Thanksgiving Day
Good Friday	Remembrance Day (Nov. 11 <sup>th</sup> )
Victoria Day	Christmas Day (Dec. 25 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	Boxing Day (Dec. 26 <sup>th</sup> )
Civic Holiday	Family Day (3 <sup>rd</sup> Monday in February)
Labour Day	

One (1) Floating holiday to be taken on a day mutually agreed upon.)  
Or days celebrated in lieu thereof, regardless of the day on which it falls.

- 16.02 (a) If a full-time nurse works on a holiday, she shall be paid for all hours worked on the holiday at one and one-half (1½) times her regular straight time hourly rate of pay and shall receive another day off with pay at a time mutually agreed between the nurse and the Employer. If the Employer and the nurse cannot agree on this mutually agreeable date, the lieu day or days shall be added to her vacation period. If the nurse elects not to take this lieu day off, she will be paid for the holiday as herein provided.
- (b) If a regular part-time and/or a casual part-time nurse works on any of the holidays listed in Article 16.01, she shall be paid at the rate of one and one-half (1½) times her regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 17.06 (e) regarding hours worked.

- (c) When a holiday falls on a full-time nurse's scheduled day off, she may choose either one day's pay at her regular straight time hourly rate of pay or be given another day off with pay at a time mutually agreed between the nurse and the Employer. If the Employer and the nurse cannot agree on this mutually agreeable date, the lieu day or days shall be added to her vacation period. If a full-time nurse elects to the one day's pay, such payment shall not be counted towards any overtime entitlement for that pay period.

16.03 In order to qualify for pay for a holiday, a full-time nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned, unless excused by the Employer or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence, provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled. A nurse receiving Workers' Compensation benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workers' Compensation benefits and the holiday pay.

16.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

16.05 When a holiday falls within a nurse's vacation period, it shall be added to the end of her vacation.

16.06 Employers shall arrange for paid holidays off to be divided as equitably as is practicable.

## **ARTICLE 17 – VACATIONS**

17.01 A full-time nurse who, on the 1<sup>st</sup> day of January in each year has:

- (a) completed less than one (1) year of continuous service with the Employer shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay at her current rate of pay;
- (b) completed one (1) year of continuous service but less than three (3) years of continuous service with the Employer shall receive three (3) weeks' vacation with pay at her current rate of pay;

- (c) completed three (3) years or more of continuous service but less than eleven (11) years of continuous service with the Employer shall receive four (4) weeks' vacation with pay at her current rate of pay;
- (d) completed eleven (11) years or more of continuous service but less than twenty (20) years of continuous service with the Employer shall receive five (5) weeks' vacation with pay at her current rate of pay;
- (e) completed twenty (20) years or more of continuous service but less than twenty-five (25) years of continuous service with the Employer shall receive six (6) weeks' vacation with pay at her current rate of pay.
- (f) completed twenty-five (25) years or more of continuous service with the Employer shall receive seven (7) weeks' vacation with pay at her current rate of pay.

17.02 Nurses may carry over a maximum of one-week vacation until the next year.

17.03 When a nurse's employment is terminated, a prorated payment for vacation earned but not taken will be paid unless a nurse fails to provide two (2) weeks' notice of termination. If such notice is not provided, she will be paid in accordance with the *Employment Standards Act*.

17.04 (a) Requests for vacations for the period of June 1 to September 15 must be submitted by March 15, and shall be posted by April 15.

(b) Requests for vacations for the period of Christmas and New Years must be submitted by September 15, and shall be posted by October 15.

(c) Preference in vacations shall be by seniority for all requests submitted prior to the applicable deadline stated above, provided the Employer can maintain proper staffing. The vacation schedule once posted shall not be changed without consent of the employee and Employer.

(d) Vacation requests submitted after the deadlines may be considered provided the proper staffing is maintained.

(e) In cases of conflict, seniority shall be the governing factor. Seniority can only be exercised once per year for purposes of vacation.

17.05 Vacation time for regular part-time and/or casual part-time nurses without pay shall be granted on a pro-rata basis, and regular part-time and/or casual part-time nurses shall receive vacation as follows:

(a) less than three (3) years of service – 6%

- (b) three (3) years, or more, but less than eleven (11) years of service – 8%
- (c) eleven (11), or more, but less than twenty (20) years of service – 10%
- (d) twenty (20) or more, but less than twenty-eight (28) years of service – 12%
- (e) twenty-eight (28) or more years of continuous service – 14%

Such percentage to be based on gross earnings (less percentage in lieu of fringe benefits).

Equivalent years of service calculated pursuant to the formula in 11.01 shall be used to determine vacation entitlement.

Casual part-time nurses shall receive their earned vacation pay bi-weekly.

Regular part-time nurses shall receive earned vacation pay when taking her vacation and any outstanding earned vacation pay shall be given to the employee on the 1<sup>st</sup> pay in January.

- 17.06
- (a) Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continued into the scheduled vacation period the period of illness shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits, provided that the Employee has notified the Employer immediately at the onset of the illness and documentary evidence is presented in support of "serious illness".
  - (b) Where an employee's scheduled vacation is interrupted due to bereavement, the period of bereavement shall be considered bereavement leave. Such bereavement leave shall not be counted against the employee's vacation credits.

## **ARTICLE 18 – DISABILITY INCOME PROTECTION PLAN**

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

- (a) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the 2<sup>nd</sup> calendar

week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight time scheduled wages lost.

- (b) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under (c) below.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences like all other insurances, after the third month of employment.

- 18.02 If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of obtaining the certificate.

## **ARTICLE 19 – OVERTIME**

### 19.01 Standard Day

For overtime payment, the standard day for all nurses covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:

2300 – 0700	Night Tour
0700 - 1500	Day Tour
1500 - 2300	Evening Tour

### 19.02 Overtime

- (a) Overtime at the rate of time and one-half (1½) shall be paid for all hours worked beyond seven and one-half (7½) in a day and seventy-five (75) hours in a two (2) week period. It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes and such time shall not be compensated.
- (b) When a nurse works on her days off, such nurse will be compensated at the rate of time and one- half.

- (c) Time and one-half (1½) shall be paid for all work performed after working seven (7) consecutive tours unless the employee elected to work such tours for her own convenience.
- (d) Time and one-half (1½) shall be paid where a nurse works on a second weekend, save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such a nurse; or
  - ii) such nurse has requested weekend work; or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.
- (e) Where a nurse is required to work on a paid holiday and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse), she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- (f) A separate sheet shall be attached to the master schedule on which nurses shall indicate their desire to work overtime. Names may be added or deleted at any time. Seniority shall apply in the distribution of overtime but only amongst those employees whose names are on the list.

19.03 Where a nurse is called in to work and reports to work outside her regularly scheduled hours, she shall be provided with at least four (4) hours' work or pay at the applicable rate of pay.

## **ARTICLE 20 – MODIFIED WORK/RETURN TO WORK, WSIB AND OCCUPATIONAL HEALTH AND SAFETY**

### 20.01 Occupational Health and Safety

#### Responsibilities

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness. The Parties agree to abide by the *Occupational Health and Safety Act*.
- (b) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable actions(s) including but not limited to, providing personal protective equipment that the employees deem necessary



based on their clinical and professional judgement, that reduces risk and protects employees.

- (c) The Occupational Health and Safety Committee will recommend appropriate solution to promote health and safety in workplaces, 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.

#### Joint Health and Safety Committee

- (a) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. The employee representatives shall be selected or appointed by the Union.
- (b) The Employer will provide appropriate training and development for Joint Health and Safety Committee members including the certification of one (1) bargaining unit Committee member.
- (c) Meetings shall be held in accordance with the Terms of Reference of the Joint Health & Safety Committee or more frequently at the call of the chairs if required. Both parties agree that meetings shall be held at least quarterly.
- (d) A member of the Joint Health and Safety Committee shall be compensated for her time while attending meetings or conducting business as assigned by the Joint Health and Safety Committee. This includes Joint Health and Safety Committee meeting preparation time of one (1) hour, or as designated in the *Occupational Health and Safety Act*, as amended from time to time. Time spent shall be at regular or premium rates as may apply.
- (e) The employer agrees to provide necessary information to enable the Committee to fulfill its functions.
- (f) An inspection of the Home shall occur on a regular basis in accordance with the *Occupational Health and Safety Act* or as often as deemed necessary by the Committee.
- (g) When incidents involving aggressive resident or client action occur, such action will be recorded and submitted to the Joint Health and Safety Committee.

20.02 Modified Work

- (a) The Employer will notify the President of the Local Nurses' Association of the names of all nurses who go off work due to a work related injury or when a nurse goes on L.T.D.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with the 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.
- (c) The Employer agrees to provide the employee with a copy of the Workplace Safety & Insurance Board Form 7 at the same time as it is sent to the Board.
- (d) The Employer and the Union recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work.
- (e) Where practical, the Employer agrees to co-operate with the recommendations of the physicians and the Workers' Compensation Board in order to accommodate interim measures for nurses who are recovering from compensation.

20.03 Personal Protective Equipment

- (a) An employee who is or may be required by his or her Employer or by law to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter.
- (b) Personal protective equipment that is to be provided, worn or used shall:
  - i) be properly used, stored and maintained;
  - ii) be a proper fit; and
  - iii) be immediately available for use when needed.
- (c) The employer will ensure adequate stocks of the N95 respirator or equivalent or better (or and such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic or a new infectious disease.
- (d) Employees will be fit tested on hire and then on a biannual basis or at any other time as required by the Employer, the government of Ontario or any other public health authority.

- (e) The Home will maintain a pandemic plan, inclusive of an organizational risk assessment, that will be shared annually with the JHSC.

In the event there are reasonable indication of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequences will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

#### 20.04 Workplace Violence and Prevention

- (a) Workplace Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, verbal abuse and sexual and racial harassment.
- (b) The Employer will develop explicit policies and procedures to deal with violence, domestic violence and harassment in accordance with the *Occupational Health and Safety Act*, in consultation with the Local Association and Joint Health and Safety Committee. The policy will address the prevention of violence and harassment, the management of violence, harassment and domestic violence and how the Employer will implement the program. The policies and procedures shall be part of the Employer's Health and Safety policy and written copies shall be provided to each employee.
- (c) The Employer will inform the Association within three (3) days of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association and the Joint Health and Safety Committee in accordance with the *Occupational Health and Safety Act*.
- (d) The Employer will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms and personal clothing, as a result of being assaulted while performing her work in accordance with the *Occupational Health and Safety Act*.

### **ARTICLE 21 – BENEFIT PLANS**

21.01 The Employer agrees to pay for:

- (a) one hundred percent (100%) of the Employer's Health Tax;

- (b) one hundred percent (100%) of the billed premium for Standard Extended Health Care Plan, \$10.00 single and \$20.00 family deductible. In addition to the Standard Benefits, coverage will include hearing aids [maximum \$400/person every twenty-four (24) months], vision care [maximum/ \$450/person every twenty-four (24) months], and one eye exam every 12 months paid in accordance with the benefit plan guidelines.

An employee may opt to apply the vision care coverage towards corrective laser eye surgery.

Standard Extended Health Care coverage will also include \$400 per calendar year for each of the following licensed practitioners - Chiropractor, Osteopath, Podiatrist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist.

Standard Extended Health Care coverage will also include \$500 per calendar year for a Psychologist, Registered Psychotherapist and/or Social Worker (MSW) within the same \$500 annual limit.

- (c) one hundred percent (100%) of the billed premium for Group Life Insurance, to a value of two (2) times the nurse's annual salary.
- (d) seventy-five percent (75%) of the billed premium for a Dental Plan (Blue Cross #9 or comparable coverage with another carrier, based on a one year lag of the ODA fee schedule). The plan will provide for recall oral examination to be covered once every nine (9) months (adults only).

The plan will provide for complete and partial dentures at 50/50 coinsurance to \$2500 maximum per person annually and Blue Cross Rider #4 (crowns, bridgework and repairs to same) at 50/50 coinsurance to \$2000 maximum per person annually.

Implants and orthodontics at 50/50 coinsurance to a lifetime maximum of \$2000 per person.

21.02 The Employer shall pay one hundred percent (100%) of a Long Term Disability Plan, providing seventy percent (70%) of regular earnings after thirty (30) weeks of absence up to a monthly maximum as detailed in the Plan.

21.03 The Employer shall provide a Pension Plan. The Employer and the nurse shall contribute to the plan in accordance with the H.O.O.P.P. terms and conditions.

All regular part-time and/or casual part-time nurses may, on a voluntary basis, enrol in the Pension Plan (H.O.O.P.P.) when eligible in accordance with its terms and conditions.

## Benefits Age 65

- (a) Notwithstanding Articles 18 and 21, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:
- 18.01
  - 21.01 (a) Employer Health Tax
  - 21.01 (b) EHC
  - 21.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary
  - 21.01 (d) Dental
- (b) Full-time employees who continue to be employed past age 65 shall be given a one-time option to continue with the benefits as described in part (a) above, or the employee can elect to receive the percentage-in-lieu as per Schedule "A" for all items now included in the payment.
- For clarity, once the full-time employee has elected to no longer receive benefits, the employee will not be able to participate in the benefit plans at a subsequent date.
- (c) In any event, once an employee reaches age 75 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Schedule "A" for all items now included in the payment.

## 21.04

The Employer shall continue to pay the premiums for benefit plans for nurses who are on paid leave of absence or WSIB for as long as they are on temporary total compensation benefits or at any time when salary is received. Such payment shall also continue while a nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 36 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of 36 months from the time the absence commenced. Nurses who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.

If a nurse's absence without pay exceeds thirty (30) continuous calendar days, the nurse will become responsible for full payment of any subsidized benefits for the period in excess of thirty (30) continuous calendar days. In the case of unpaid leaves of absence in excess of thirty (30) continuous calendar days, a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits to ensure her continued coverage to a maximum of 36 months. For purposes of clarity the *Employment Standards Act* provisions respecting benefits while on Pregnancy/Parental Leave prevails.

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

- 21.05 The Employer agrees to provide the nurses with pamphlets outlining the benefit coverage.
- 21.06 The Employer will provide to all employees who retire on or after January 1, 2002 and have not yet reached age 65, extended health care and dental benefits on the same basis as is provided to active employees, and provided that the retiree pays 100% of the cost of the premiums.
- 21.07 Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest prices therapeutically equivalent of the generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

## **ARTICLE 22 – MISCELLANEOUS**

- 22.01 A copy of this Agreement in mutually agreed form will be issued to each nurse now employed and as employed. The costs of printing such Agreements shall be shared equally between the Association and the Employer.
- 22.02 With the Employer's written permission, the Association may hold meetings on the Employer's premises.
- 22.03 Prior to effecting any changes in rules or policies which affect nurses covered by this Agreement, the Employer will discuss the changes with the Association and provide copies to the Association.
- 22.04 Access to Files
- (a) A copy of any completed evaluation which is to be placed in a nurse's file shall first be reviewed with the nurse. The nurse shall initial or sign such evaluation as having been read and shall have opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.
- (b) Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. The nurse may be accompanied by a nurse representative if she so wishes. A copy of any material will be provided to the nurse at her request.
- (c) No document or incident shall be used against a nurse where it has not been brought to her attention in a timely manner.

- (d) Any letter of reprimand, suspension, or other disciplinary sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other disciplinary sanction provided that such nurse's record has been discipline-free for one (1) year. Leaves of absence in excess of sixty (60) continuous calendar days will not count towards the eighteen (18) month period noted above.

Copies of any letters that are put on an employee's record shall be provided to the employee and the Union.

- (e) In the event that it is deemed necessary by the Employer to file a report of censure, the Employer, shall within five (5) days thereafter, give a copy of such censure to the nurse involved with a copy to the Association.

22.05 The parties agree that influenza vaccinations may be beneficial for patients and nurses. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the cost for the vaccine and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the nurse is cleared to return to work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If a nurse refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.
- (f) If a nurse gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to nurses free of charge.
- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

22.06 The Employer will provide a confirmation of time worked with dates employed and type of work to each employee as they leave the Home.

### **ARTICLE 23 – COMPENSATION**

23.01 Attached hereto and forming part of this Agreement is Schedule "A", the salary scale for all Registered and Graduate Nurses.

23.02 Effective, and retroactive to, April 1, 2021, a nurse shall be paid a two dollar and forty-five cents (\$2.45) shift premium for each hour worked which falls within the hours defined as an evening shift.

Effective, and retroactive to, April 1, 2020, a nurse shall be paid two dollars and seventy-five cents (\$2.75) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the nurse's straight time hourly rate.

Effective, and retroactive to, April 1, 2022, a nurse shall be paid two dollars and eighty-five cents (\$2.85) for each hour worked which falls within the hours defined as a night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the nurse's straight time hourly rate.

23.03 Effective, and retroactive to, April 1, 2020, a nurse shall be paid a weekend premium of two dollars and ninety cents (\$2.90) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Effective, and retroactive to, April 1, 2022, a nurse shall be paid a weekend premium three dollars (\$3.00) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

This weekend premium will not be paid, however, if the hours of work are already being paid on an overtime premium basis.

23.04 Responsibility Allowance

- (a) A nurse who is assigned the responsibility of relieving the Director of Resident Services or a nursing Director of the unit shall be compensated at the rate of time plus one-half (1-1/2) her regular rate of pay. When the Director of Resident Services and all of the nursing Director of the units are absent from the Home at the same time, for



a period of more than four (4) hours, a nurse shall be assigned to relieve her/them.

- (b) Two dollars (\$2.00) per hour shall be paid to the Employer Charge Nurse on weekends, evenings and nights as a responsibility allowance, effective first full pay period following the Award dated June 28, 2010.

Effective, and retroactive to, April 1, 2020, increase responsibility allowance to two dollars and five cents (\$2.05).

Effective, and retroactive to, April 1, 2022, increase responsibility allowance to two dollars and ten cents (\$2.10).

This allowance shall only be paid on the day shift if there is a specific and formal designation by the Employer.

- 23.05 Annual increments shall be paid on each full-time nurse's anniversary date of employment.

Increments shall be paid to each regular part-time and/or casual part-time nurse after each fifteen hundred (1,500) paid hours.

- 23.06 The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience within sixty (60) calendar days of her hire date in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

- 23.07 All nurses in the bargaining unit as of date of ratification and nurses hired subsequent to that date are entitled to full retroactivity insofar as wages are concerned.

All retroactivity will be paid in itemized cheques not later than four (4) weeks following the signing of this Agreement.

Except where expressly noted, all terms and conditions of this Agreement shall be effective as of the date of ratification. Retroactive payment to incumbent nurses shall be made within four (4) weeks of date of ratification, such payment to be made by separate itemized cheque. The Employer shall contact any employees who have left its employ since March 31, 2020 in writing to advise them of their entitlement to any retroactive adjustments within thirty (30) days of the date of ratification with a copy to the local Union. Such employees must respond within thirty (30) days from the date the letters are sent and thereafter the Employer shall have no liability for retroactivity to these employees.

### 23.08 Graduate Nurses

A Graduate Nurse in the employ of the Employer, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of a Registered Nurse as provided in this Article, retroactive to the date of successfully passing the certification examination, or to the date of last hire, whichever is later.

### 23.09 Realignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and job description will be forwarded to the Association 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 nurse.

## **ARTICLE 24 – PROFESSIONAL RESPONSIBILITY**

24.01 In the event that the Employer assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a)
  - i) Complain in writing to the Director of Resident Services within five (5) calendar days of the alleged improper assignment. The Chairperson of the Home Association 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.
  - ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Home Association Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer, and one chosen from a panel of four (4) independent registered nurses who are well respected within the profession and have experience in the field of homes for the aged. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
  - iii) The Assessment Committee shall 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 whatever decisions it finds appropriate in the circumstances. The Assessment Committee shall

report its decision in writing to the parties within fourteen (14) calendar days following completion of its hearing. The findings of the Assessment Committee shall be a recommendation only and have no binding effect.

- (b) i) The parties shall select a panel of four (4) independent registered nurses who are well respected within the profession and have experience in the field of homes for the aged. 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 limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

24.02 A nurse is required to present to the Director of Resident Services or her designate on or before February 15<sup>th</sup> of each year, evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect.

If the Nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that his or her Certificate of Registration has been reinstated, the nurse shall be reinstated to her or his position effective upon presenting such evidence.

Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of Villa Colombo. Such termination shall not be the subject of a grievance or arbitration.

## **ARTICLE 25 – ORIENTATION AND INSERVICE**

25.01 A newly employed nurse shall not be placed in charge until she has been fully oriented to the Home and the unit where she will work.

25.02 It is agreed that an Orientation and In-service Program will be provided, reviewed and updated from time to time by members of the Home-Association Committee.

25.03 The orientation program shall be based on the following principles:

- (a) There shall be at least a one (1) week orientation.
- (b) Orientation shall be available to full-time, regular part-time and casual part-time nurses at the Employer's expense.
- (c) Where a nurse is hired to work in more than one area or unit or more than one type of tour (i.e., Days and Nights, Days and Evenings, Evenings and Nights, or All Three Tours), that nurse will receive, in

addition to the minimum one week of orientation, a maximum of three (3) tours of orientation.

- 25.04 All nurses are required to attend all mandatory orientation sessions within one (1) year of the nurse's start date.
- 25.05 When a nurse is on duty and authorized to attend any in-service programme on-site and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Employer to attend courses or meetings outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses or meetings at her regular straight time hourly rate of pay. Time in lieu may be taken if requested by the nurse and agreed to by the Employer.
- 25.06 When a nurse is required by the Employer to attend courses, conferences, workshops or seminars, the Employer shall cover the cost of registration fees.

#### **ARTICLE 26 – DURATION**

- 26.01 This Agreement shall be in full force and effect from April 1, 2020 until March 31, 2023.
- 26.02 Notice that amendments are required or that either party desires to terminate this Agreement shall be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

DATED AT Toronto, ONTARIO, THIS 13<sup>th</sup> DAY OF October, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

"Daniela Gigliotti Rivas"

"Josh Legere"

Labour Relations Officer

"H. Mann"

"Ditta Rekem"

Bargaining Unit President

"Rob Quigley"

**SCHEDULE "A"****SALARIES**

Classification – Registered Nurse			
Step	April 1, 2020	April 1, 2021	April 1, 2022
Start	\$33.57	\$33.91	\$34.25
1 Year	\$33.71	\$34.05	\$34.39
2 Years	\$34.29	\$34.63	\$34.98
3 Years	\$35.97	\$36.33	\$36.69
4 Years	\$37.67	\$38.05	\$38.43
5 Years	\$39.79	\$40.19	\$40.59
6 Years	\$41.93	\$42.35	\$42.77
7 Years	\$44.09	\$44.53	\$44.98
8 Years	\$47.21	\$47.68	\$48.16
25 Years	\$48.06	\$48.54	\$49.03

April 1, 2020, 2021 and 2022 – 1.0% across the board increase in wages in each year

- (a) The hourly salary rates of all regular part-time and/or casual part-time Registered Staff Nurses shall be in accordance with the following formula:

Applicable straight time hourly rate plus 13%.

- (b) Such 13% is in lieu of fringe benefits, being those benefits paid in whole or in part to a full-time nurse and not enjoyed by regular part-time and/or casual part-time registered staff nurses. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. 13% is reduced to 9% for those regular part-time and/or casual part-time nurses who elect to participate in the Pension Plan.
- (c) Graduate Nurses shall be paid \$40.00 less per month than Registered Staff Nurse.

Note 1: The above adjustments resolve the issue of Pay Equity maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

**PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS**

THE PARTIES ARE AGREED that the list of Professional Assessment Committee Chairs for the independent Assessment Committee, as provided in Article 22 of the Collective Agreement shall be:

1. Anita Robertson  
198 Corner Ridge Road  
Aurora ON L4G 6L5  
Telephone: (905) 727-3072  
Fax: (905) 727-3624  
Email: aandrobertsonsympatico.ca

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

**LETTER OF UNDERSTANDING**

Between:

**VILLA COLOMBO HOMES FOR THE AGED, INC.**  
(Hereinafter referred to as the "Employer")

And:

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

Re: EI Clawback

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The Employer will indemnify the employee in the unlikely event that there is a clawback of E.I. benefits pursuant to this plan.

DATED AT Toronto, ONTARIO, THIS 13<sup>th</sup> DAY OF October, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

"Daniela Gigliotti Rivas"

"Josh Legere"  
Labour Relations Officer

"H. Mann"

"Ditta Rekem"  
Bargaining Unit President

"Rob Quigley"

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**LETTER OF UNDERSTANDING**

Between:

**VILLA COLOMBO HOMES FOR THE AGED, INC.**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Pricewaterhouse Coopers Report

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The parties agree to the following:

- (a) The Union-Management Committee shall engage in meaningful discussions respecting the Pricewaterhouse Coopers report. The Committee shall meet within four (4) weeks of any request by either party to convene a meeting and there shall be no minimum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
- (b) The Employer will consider a College of Nurses practice setting consultation. In the event that the Employer exercises its discretion to make a request, the Employer shall pay the costs, share any reports with ONA, and consult with the Local ONA President with respect to the appointment of one (1) RN representative on the focus group.
- (c) The Employer shall ensure that a representative of management and an ONA representative attend together one (1) of the sessions put on by the College of Nurses of Ontario on the new RN/RPN guidelines as soon as possible following the award.
- (d)
  - (i) Subject to the conditions set out in paragraphs (ii) and (iii) below, the Employer agrees to maintain the current complement of 9 RN shifts per day.
  - (ii) If the beds or occupancy levels within the Home are reduced or funding is otherwise reduced below the levels in effect as of April 1, 2003, a reduction in the complement shall not constitute a breach of this agreement, as long as the reduction is no greater than necessary to offset the funding reduction.

- (iii) It is understood that this provision does not restrict the exercise of management’s rights to make staffing and work assignment decisions on a day-to-day basis.
- (iv) Where the Employer takes action under clause (ii), it will provide the Association with the documentation to support the action.

DATED AT Toronto, ONTARIO, THIS 13<sup>th</sup> DAY OF October, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

“Daniela Gigliotti Rivas”

“Josh Legere”  
Labour Relations Officer

“H. Mann”

“Ditta Rekem”  
Bargaining Unit President

“Rob Quigley”

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between:

**VILLA COLOMBO HOMES FOR THE AGED, INC.**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Whistleblower Protection

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

DATED AT Toronto, ONTARIO, THIS 13<sup>th</sup> DAY OF October, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

“Daniela Gigliotti Rivas”

“Josh Legere”  
Labour Relations Officer

“H. Mann”

“Ditta Rekem”  
Bargaining Unit President

“Rob Quigley”

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**LETTER OF UNDERSTANDING**

Between:

**VILLA COLOMBO HOMES FOR THE AGED, INC.**  
(Hereinafter referred to as the "Employer")

And:

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

Re: Electronic Grievance Form

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The parties agree to utilize an electronic version of the grievance form that involves a process for signing of the grievance provided that there is no cost to the Employer.

The implementation of the use of an electronic grievance form shall be on a trial basis. In the event that either party becomes dissatisfied with the use of the electronic grievance form the parties shall meet within seven (7) business days (unless the parties agree otherwise) to discuss the dissatisfied party's concerns. In the event that a mutually agreeable solution cannot be achieved the trial may be cancelled upon providing thirty (30) days written notice of a desire to do so.

In the event that the trial is cancelled as set out above, the parties agree that they shall revert to the grievance procedure in existence prior to the implementation of this Letter of Understanding.

DATED AT Toronto, ONTARIO, THIS 13<sup>th</sup> DAY OF October, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

"Daniela Gigliotti Rivas"

"Josh Legere"

Labour Relations Officer

"H. Mann"

"Ditta Rekem"

Bargaining Unit President

"Rob Quigley"

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