

COLLECTIVE AGREEMENT

BETWEEN:

CEDARWOOD LODGE
(Hereinafter referred to as "the Employer")

AND:

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

Expiry Date: June 30, 2019

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – SCOPE & DEFINITIONS.....	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – RELATIONSHIP	3
ARTICLE 5 – NO STRIKES OR LOCKOUTS.....	7
ARTICLE 6 – UNION SECURITY.....	7
ARTICLE 7 – REPRESENTATION AND COMMITTEES	9
ARTICLE 8 – GRIEVANCE PROCEDURE	14
ARTICLE 9 – PROFESSIONAL RESPONSIBILITY	17
ARTICLE 10 – PROFESSIONAL DEVELOPMENT.....	19
ARTICLE 11 – SENIORITY.....	22
ARTICLE 12 – LEAVES OF ABSENCE	29
ARTICLE 13 – DISABILITY INCOME PROTECTION PLAN	35
ARTICLE 14 – HOURS OF WORK & SCHEDULING.....	37
ARTICLE 15 –PREMIUM & OTHER PAYMENT	40
ARTICLE 16 – PAID HOLIDAYS.....	43
ARTICLE 17 – VACATIONS	45
ARTICLE 18 – BENEFITS	48
ARTICLE 19 – RETIREMENT INCOME PLAN.....	51
ARTICLE 20 – MISCELLANEOUS.....	54
ARTICLE 21 – COMPENSATION	56
ARTICLE 22 – DURATION	59
ARTICLE 23 – APPENDICES	59
APPENDIX "1"	61
APPENDIX "2"	62
LIST OF PROFESSIONAL RESPONSIBILITY.....	62
ASSESSMENT COMMITTEE CHAIRPERSONS	62
APPENDIX "3"	63
APPENDIX "4"	70
LETTER OF UNDERSTANDING	70
RE: PART – TIME VOLUNTARY BENEFITS.....	70
LETTER OF UNDERSTANDING	71
RE: SUPERNUMERARY POSITIONS.....	71
LETTER OF UNDERSTANDING	73
RE: SUPERNUMERARY POSITIONS INTERNATIONALLY EDUCATED NURSES (IENS)....	73
LETTER OF UNDERSTANDING	75
RE: IMPLEMENTATION OF 1 ST COLLECTIVE AGREEMENT	75
SCHEDULE A.....	77
CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE.....	77
DUE TO PERSONAL ILLNESS OR INJURY.....	77
SCHEDULE B.....	78

MEDICAL CERTIFICATE OF INABILITY TO WORK OR READINESS TO 78
RETURN TO WORK DUE TO/FOLLOWING PERSONAL ILLNESS OR INJURY 78

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and the nurses covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

ARTICLE 2 – SCOPE & DEFINITIONS

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Graduate and Registered Nurses employed by Cedarwood Lodge Inc., save and except nursing managers and persons employed above the rank of nursing manager.
- 2.02 A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.03 A full-time employee is an employee who is regularly scheduled to work eighty (80) hours in a biweekly pay period averaged over a six (6) week scheduling period.
- 2.04 A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.
- 2.05 A casual part-time employee is an employee who is offered work on a call in basis, but who does not work a regular schedule.
- 2.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.07 Work of the Bargaining Unit
- (a) Persons not in the bargaining unit shall not perform work normally performed by members of this bargaining unit except:
- i) For purposes of instruction,
 - ii) In the event of an emergency situation,
 - iii) When performing developmental or experimental work, or
 - iv) When employees are not available
- (b) When it is decided to not fill a position following an employee's resignation, the Home 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 Minimum Staffing

The Employer agrees to employ sufficient registered staff and personal support workers to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.

2.09 Effective April 1st, 2018, the Employer will ensure that residents will receive at least 168 hours (includes meal breaks) of RN care per day; ie one RN on duty 24 hours a day.

2.10 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.

2.11 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Article 21.

2.12 The word "Employee" when used throughout this Agreement shall mean a person included in the above described Bargaining Unit.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility.
- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
- (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.

3.02 The Employer will exercise these rights in a manner consistent with the Collective Agreement and apply the provisions of the Collective Agreement in a reasonable manner.

ARTICLE 4 – RELATIONSHIP

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

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

4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or any other factor which is not pertinent to the employment relationship. ref: Ontario Human Rights Code

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

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

(a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". ref: Ontario Human Rights Code, Sec. 5 (2).

(b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: Ontario Human Rights Code, Sec. 7 (2)].

(c) Every person who is an employee has a right to freedom from workplace harassment in accordance with Occupational Health and Safety Act, Sec. 1 (1).

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

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

An employee who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, an employee may follow the process set out Grievance and Arbitration procedure in Article 8 of the Collective

Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

4.05 Return to Work

- (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the Ontario Human Rights Code.
- (b) The Home and the Union agree to ongoing and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that participants will use electronic communication where available.
- (c) If an employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

Positions established under this article will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question.

- (d) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

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

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

4.07 Whistle Blowing Protection

The Employer agrees to adhere to the whistle blowing protection pursuant to the Long-Term Care Homes Act (LTCHA).

4.08 In dealing with complaints, the Employer shall ensure that the process is fair for all.

4.09 Musculoskeletal Injury Prevention and Control

- (a) The Home in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal

prevention and control measures, procedures, practices, equipment and training for the health and safety of employees.

- (b) At least once a year the musculoskeletal prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in the light of current knowledge and practice.
- (c) The review and revision shall be done more frequently than annually if,
 - (i) the Home, on the advice of the JHSC or health and safety representative, if any, determines that such review and revision is necessary; or
 - (ii) there is a change in circumstances that may affect the health and safety of an employee.
- (d) The Home will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and at least annually thereafter.
- (e) The Home will conduct initial and on-going risk assessments to determine musculoskeletal prevention and control measures, procedures, practices, equipment and training.
- (f) The JHSC will review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training during their physical inspection of the workplace.
- (g) The JHSC will inspect an area that has frequent repetitive strain injuries as frequently as recommended by the JHSC, to review compliance with musculoskeletal prevention and control measures, procedures, practices, equipment and training.

4.10 Needle Stick and Sharps Safety

- (a) Where employees may be exposed to a blood borne pathogen, the Home, with the input of employees throughout the institution through the Joint Health and Safety Committee (JHSC), shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent actual or potential exposure.
- (b) The exposure control plan shall include a sharps injury log that contains detailed information including the type of device involved, the manufacturer, brand and model, the department or work area where the exposure occurred and an explanation of how the incident occurred.
- (c) The assessment and exposure control plan shall be reviewed regularly by the JHSC and updated at least annually, to reflect changes in technology and practices that will help eliminate exposure to blood borne pathogens. The Home shall ensure through the JHSC that the exposure control plan is accessible to and communicated to all employees.
- (d) The Home shall, in consultation with the JHSC, eliminate employee exposure or minimize it to the lowest feasible extent through the use of

engineering controls. "Engineering controls" means controls that isolate or remove the blood borne pathogens hazard from the workplace and include sharps with engineered sharps injury protection, needless devices, and shielded needle devices. Where engineering controls will reduce employee exposure by removing, eliminating or isolating the hazard, they must be used.

- (e) Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls, the Home shall use administrative controls to further reduce exposure or the risk of exposure to the lowest feasible extent.
- (f) Where exposure or the risk of exposure cannot be eliminated by the use of engineering controls and administrative controls, the Home shall ensure the use of appropriate personal protective equipment.
- (g) In implementing the exposure control plan, the Home shall provide employees with mandatory interactive training through the JHSC, including educational programs to build awareness of the risks associated with blood borne pathogens, and with information on the safest available alternative products and practices to eliminate these risks, including additional training for employees with no experience in handling human pathogens. Such training is to be provided on an ongoing basis in consultation with the JHSC.
- (h) The Home, through the JHSC, shall ensure the adoption of measures to ensure the timely provision of post-exposure medical attention to any employee who receives a sharps injury. The Home also shall ensure that a post-exposure protocol is accessible and is communicated to all employees.

4.11 Violence in the Work Place

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.12.
- (b) The Employer agrees to develop formalized policies, measures, procedures and training in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies, measures and procedures shall be communicated to all employees and all employees will receive training and education on them.

The Employer agrees that where there is risk of violence, an adequate level of trained Registered Nurses should be present. The Employer recognizes that workloads can lead to fatigue and a diminished ability,

both to identify and to subsequently deal with potentially violent situation(s).

- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training, education and information on the prevention of violence and all measures and procedures in the workplace violence program to all employees who come into contact with potentially aggressive persons. This training will also be done during a new employee's orientation and updated as required.
- (e) The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5 (3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour. The parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - i) Alert employees about a person with a known history of aggressive behaviours and their known triggers by means of:
 - a) electronic and/or other appropriate flagging systems
 - b) direct verbal communication / alerts (i.e. shift reports)
 - ii) Communicate and provide appropriate training and education; and,
 - iii) Reporting all incidents of workplace violence.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

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

ARTICLE 6 – UNION SECURITY

- 6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive any pay in a particular month.

Where an employee has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the employee has earnings in the next payroll period.

If the failure to deduct dues results from an error by the Employer, then, as soon as the error is called to its attention by the union, the Employer shall make the deduction in the manner agreed to by the parties. If there is no agreement, the Employer shall make the deduction in the manner prescribed by the union.

6.02 Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence in the month following their date of hire.

6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.

6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

6.05 The amounts so deducted shall be remitted monthly to the Vice-President, Local Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees (last name, first name, employee number) from whom deductions were made, their telephone number, their work site (if the bargaining unit covers more than one site), and the employees' social insurance numbers, amount of dues deducted, the job classification, and status of the employees. The list shall also include name changes, deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month, returns from leaves of absence. A copy of this list will be sent concurrently to the local Union. Where the parties agree, the Employer may also provide the information in an electronic format. The Employer will also identify the dues month, arrears or adjustment payments with explanation, name(s) of the bargaining unit, cheque date and number as well as payroll contact information.

6.06 The Employer agrees that an officer of the Union or Union representative shall be allowed a reasonable period, not to exceed 15 minutes, during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee.

NOTE: The Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

ARTICLE 7 – REPRESENTATION AND COMMITTEES

7.01 Meetings

All joint Employer-Union meetings shall be scheduled where practical, during the employee's regular working hours. 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 Union attending meetings with the Employer.

7.02 Union Representatives & Grievance Committee

- (a) The Employer agrees to recognize two (2) Union representatives to be elected or appointed from amongst nurses in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two (2) employees, one of whom shall be chair.
- (c) It is agreed that Union representatives and members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a union representative or member of the Grievance Committee is required to enter a unit in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to the supervisor or nurse in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder. The Employer agrees to pay a grievor for all time spent at Step 1 and Step 2 grievance meetings at his/her regular hourly rate.

7.03 Union-Management Committee

- (a) There shall be a Union-Management Committee comprised of two (2) representatives of the Employer, one of whom shall be the Director of Resident Care or designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required under the Professional Responsibility provisions. The duties of chair and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.

As part of the above Committee's agenda, the parties agree to the following related to education:

- i) The purpose of the Committee is to promote an environment that supports continuous learning and enhances opportunities for career development.
 - ii) The Committee will assist in the assessment, analysis, development and evaluation of the education programs at the facility.
 - iii) The Committee will post the minutes of meetings related to educational matters including the opportunities available for continuous learning.
- (c) A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
 - (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.
 - (e) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

7.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to and including conciliation.

7.05 Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.
- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the Act, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.
- (c) The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) ONA representative selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (d) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- (e) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- (f) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

- (g) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

- (h) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

- (i) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include aggressive residents. The Employer will review with the Joint

Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- i) Designing safe procedures for employees.
 - ii) Providing training appropriate to these policies
 - iii) Reporting all incidents of workplace violence.
- (j) The Employer shall:
- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
 - ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them; When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.
 - iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.
- (k) A worker shall:
- i) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
 - ii) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
 - iii) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
 - iv) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.
- (l) Injured Workers Provisions
- At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.
- (m) Infectious Diseases
- The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home. To achieve this objective, the Joint Health

and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment. The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

(n) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities
- Employees who regularly work alone or who are isolated in the workplace

7.06 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer.

7.07 The Union shall keep the Employer notified in writing of the names of the union representatives and/or Committee members and Officers of the Union appointed or selected under this Article as well as the effective date of their respective appointments.

7.08 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Union.

The Union will advise the Employer in writing of the name of the contact person(s) for the Union for all purposes under the collective agreement.

7.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld except where the Bargaining Unit President position is vacant or in the event that the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

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

7.11 The Employer will discuss government initiatives with the Union that impact on the bargaining unit.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Resident Care or designate at the first opportunity.
- 8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her/his union representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or union representative will bring it to the attention of the immediate supervisor to settle such differences within ten (10) calendar days of the occurrence.

Step No. 1

If further action is to be taken, then within ten (10) calendar days of the discussion, the employee, who may request the assistance of her employee representative and/or Labour Relations Officer, shall submit the written grievance to the Administrator or designate. A meeting will be held between the parties within ten (10) calendar days. The Administrator shall give a written decision within ten (10) calendar days of the meeting to the Bargaining Unit President or her designate with a copy to the Labour Relations Officer.

Step No. 2

Should the Administrator fail to render his decision or failing settlement of any grievance under the foregoing procedure, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either party. If no written notice of intent to submit the matter for arbitration is received within ten (10) calendar days after the decision under Step No. 1 is received, the grievance shall be deemed to have been settled or abandoned.

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor. Union grievances shall be set out on the union grievance form. Alternately, the parties may agree to an electronic version of this form and a process for signing.
- 8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned.
- 8.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within ten (10) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 Discharge Grievance

- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the 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.
- (b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) calendar days following the discharge.

- 8.09 (a) If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests.
- (b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.
- (c) The employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the employee representative will endeavour to provide an alternate representative.

8.10 Policy Grievance – Union Grievance

The Union may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step No. 1 within twenty (20) calendar days after the circumstances have occurred. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

8.11 Policy Grievance – Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance with the Bargaining Unit President, with a copy to the Labour Relations Officer within twenty (20) calendar days after the circumstances have occurred. A meeting will be held between the parties within ten (10) calendar days. The Union shall reply within ten (10) calendar days after the meeting, and failing settlement, the matter may be referred to arbitration.

- 8.12 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation

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

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a decision in accordance with Article 8.17.

- (b) Notwithstanding (a), the Parties may agree to a Board of Arbitration rather than a sole arbitrator. In such case, the notice to arbitrate shall contain the name of the first party's appointee to an Arbitration Board and the recipient of the notice, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

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

- 8.13 The sole Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned without agreement of the parties.
- 8.16 The sole Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The sole Arbitrator may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The sole Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.

- 8.19 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.

By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.

The cost of the Mediator will be shared between the parties.

- 8.20 The parties may, by written agreement, substitute a Board of Arbitration for the sole arbitrator and the Board of Arbitration shall possess the same powers and be subject to the same limitations as a sole Arbitrator.

- 8.21 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY

- 9.01 The parties agree that resident care is enhanced if concerns relating to professional practice and workload are resolved in a timely and effective manner, as set out below;

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

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

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

- ii) Failing resolution at the time of occurrence of the workload issue, complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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

- iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report

outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.

- iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
 - v) Any settlement arrived at under 19.01 (a) i – iii) shall be signed by the parties and be subject to the grievance/arbitration process.
 - vi) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management 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 Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - vii) The Independent Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Independent Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.
- (b)
 - i) The list of Independent Assessment Committee Chairpersons is attached as Appendix "2".
The members of the panel shall sit in rotation as agreed 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.
 - ii) Each party will bear the cost of its own nominee, and will share equally the fee of the Chairperson, and whatever other expenses are incurred by the Independent Assessment Committee in the performance of its responsibilities as set out herein.
 - (c)
 - i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.
 - ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

9.02

Electronic Professional Responsibility Workload Report FORMS

- (a) The parties agree to use the electronic version of the Professional Responsibility Workload Report Form (PRWRF) at Appendix 3.
- (b) The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 9 of the Agreement.
- (c) Electronic PRWRFs may be sent, via email, to the applicable manager or

designate.

- (d) The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- (e) The union undertakes to get a copy of the electronic version signed by the employee(s).
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 9.01.

- 9.03
- (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 21.03. For clarity, supervision does not include the completing performance developments.
 - (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario Standards. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Resident Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses limitations/restrictions on her/his practice.

9.04 CMI/RAI MDS Report

Recognizing the mutual objective of quality resident care, the Employer agrees to meet through the Union Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS report. The Employer agrees to provide the Union with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS report for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS report on the staffing levels in the Home, quality resident care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

- 10.01 An orientation and in service program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Union-Management Committee.

- 10.02 A newly employed employee shall not be placed in charge, until she/he has been fully oriented to the home.
- 10.03 The following minimums shall be observed in the orientation/familiarization of a newly hired employee:
- (a) She/he is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
 - (b) The period of orientation/familiarization shall be for a minimum of ten (10) days or such greater period that the Employer deems necessary.
 - (c) She/he shall be an additional employee to the usual staffing pattern.
 - (d) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
 - (e) The employee may request up to five (5) additional days of paid orientation. When making her/his request, the employee will specify her/his learning needs and discuss with the Director of Resident Care the development of the orientation learning plan. This request will not be unreasonably denied.
- 10.04 Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home.
- Programmes will be publicized and related material will be made readily accessible to staff in a timely manner.
- Any problems in accessing this information will be reported to the Education Committee for resolution.
- 10.05
- (a) When an employee is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance or at the employee's option, she/he shall receive equivalent time off.
 - (b) When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.
- When an employee is required by the Employer to complete an e-learning programme outside her regularly scheduled working hours, she/he shall be paid for all time spent completing such learning at the employee's option, she/he shall receive equivalent time off.
- 10.06 The Employer may, at its discretion, provide orientation in other circumstances.

- 10.07 When required by a certifying body to update an employee's qualifications, except where this matter is covered by another provision of the collective agreement, the Employer shall grant leave of absence without pay which shall include the time required to write any examinations.
- 10.08 The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.
- 10.09 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the employment status of the employee(s) within the bargaining unit.
- The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employee(s) and to consider practical ways and means of minimizing the adverse effect, if any, on the employee(s) concerned.
- Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provisions of Article 11.12 to 11.17 will apply.
- 10.10 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the nurses involved.
- 10.11 Provided that an employee provides thirty (30) calendar days' notice in writing, an employee shall be entitled to leave of absence without pay 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. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.
- 10.12 The Employer will meet with the Union to discuss any remediation or continuing education required by the College of Nurses' of Ontario (CNO) to re-establish eligibility for clinical practice following an employee's return from an approved absence.
- 10.13 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.
- Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time.
- The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.14 Letters of discipline shall be removed from an employee's file eighteen (18)

months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) months period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.

- 10.15 Within fourteen (14) days of receipt of a written request from the nurse, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Employer.

ARTICLE 11 – SENIORITY

- 11.01 (a) Seniority and service for full-time employees shall be defined as the length of continuous service since the date of last hire, subject to Article 11.03, 11.05, and any other related provision of the Collective Agreement.
- (b) Part-time employees shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid since the date of last hire, equals one year of seniority and service subject to Article 11.03, 11.05, and any other related provision of the Collective Agreement.

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

- (c) Subject to the above, seniority is limited to continuous service within the bargaining unit since date of last hire.
- (d) The probationary period shall be:
- i) four hundred fifty (450) hours worked for full-time employees;
 - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees; and,
 - iii) three hundred sixty (360) hours worked or eight (8) calendar months, whichever comes first, for casual part-time employees.
 - iv) With the written consent of the Home, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Home requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) hours (450 hours) worked and, where requested, the Home will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development.
 - v) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

11.02 Seniority list

A seniority list of employees covered by this collective agreement shall be posted in January and July of each year. Two (2) copies of such list shall be provided to

the Bargaining Unit President. For full-time nurses, seniority on such lists will be expressed in terms of a date. For part-time nurses, seniority on such lists will be expressed in terms of total hours paid.

The first seniority list shall be established within 30 days of ratification or award. Employees will have 30 days to confirm the accuracy of the list. If necessary, disputes shall be resolved using the grievance procedure.

11.03

Seniority shall be retained and accumulated when an employee is absent from work under the following conditions.

- (a) when on approved leave of absence with pay;
- (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, 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 employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) in accordance with the Employment Standards Act when on pregnancy/parental leave (currently a maximum of twelve (12) months), family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

11.04

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

- (a) resigns;
- (b) is discharged and not reinstated;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
- (d) is laid off for more than thirty-six (36) calendar months
- (e) retires;
- (f) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) when on illness absence not paid by the employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;

- (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

11.05 Effect of Absence (Full-time)

If a nurse's absence without pay from the Home including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days the nurse will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she or he is entitled to participate during the period of absence. In the case of unpaid approved 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 during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

Notwithstanding this provision, seniority shall accrue if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Notwithstanding this provision, seniority and service will accrue and 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 12.05 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 12.06. Seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for a parent who did not take pregnancy leave for a period of up to fifty-two (52) weeks while such nurse is on a parental leave under Article 12.06.

NOTE: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

11.06 Effect of Absence (Part-time)

Seniority for 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. 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.

11.07 Job Posting

- (a) Where a vacancy which is not covered by Article 11.08 occurs in the bargaining unit, which the Employer intends to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted in the workplace for a period of ten (10) calendar days. Employees may make written application to their Director of Resident Care or designate for such vacancy within the posting period. Applicants will be considered in accordance with Article 11.09. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
- (b) Subsequent vacancies caused by the filling of an earlier vacancy need only be posted for seven (7) consecutive calendar days.
- (c) Where an employee will be absent on vacation, she/he may indicate in writing to her/his Director of Resident Care or designate her/his interest in any posting that may occur during her/his absence. This written indication will be treated as an application for the posting.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

11.08

- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the Home. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
- (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her/his part-time status.
- (c) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.
- (d) The employee shall have the right to return to her/his former position upon return of the employee whose position she is filling.

11.09

In all cases of job postings under Article 11.07 above, the following factors shall be considered:

- (a) skill and ability;
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern.

11.10 Notwithstanding the level of entry to practice, the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

11.11 So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

11.12 Layoff and Recall

(a) A layoff of employees shall be made on the basis of seniority, based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.

An employee will not be laid off out of seniority order if her/his lack of qualification for a junior employee's shift can be remedied by a three (3) day orientation to that shift. An employee will not be denied recall to a shift if her/his lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

(b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

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

11.13 Notice to Union of Long Term Layoff

In the event of a pending lay-off of a permanent or long-term nature, the Home will:

(a) Provide the Union with ninety (90) days' notice;

(b) Meet with the Union to review the following:

- i) the reasons causing the lay-off;
- ii) the service which the Home will undertake after the lay-off;
- iii) the method of implementation, including areas of cutback and the employees to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than eight (8) weeks.

11.14 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 11.13.

11.15 Early Retirement and Separation Allowances

- (a) Before issuing notice of long-term layoff pursuant to Article 11.14 and following notice pursuant to Article 11.13, the Employer will make offers of early retirement allowance in accordance with the following conditions:
- i) The Employer will first make offers in order of seniority to nurses eligible for early retirement under the Employer pension plan (including regular part-time, if applicable, whether or not they participate in the Employer pension plan).
 - iii) The number of early retirements the Employer approves will not exceed the number of nurses who would otherwise be laid off.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one (1) week's salary for each year of service, to a maximum ceiling of thirty-five (35) weeks' salary.

- (b) Where a nurse has received individual notice of long-term layoff under Article 11.14 such nurse may resign and receive a separation allowance as follows:
- i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long-term layoff, she or he shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

11.16 Where a full-time employee receives a long-term layoff, she or he shall be entitled to receive, within twelve (12) months of the layoff, and upon the presentation of appropriate receipts, reimbursement of retraining costs up to \$2,500.00. For regular part-time employees the maximum is \$1,500.00 and for casual part-time employees the maximum is \$250.00.

An employee, upon long-term layoff, at her or his own expense, and except for short and long-term sickness and income protection, may continue benefit coverage for a period of twelve months following the layoff by arranging to pay the full premiums, in advance, on a quarterly basis.

11.17 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of fifteen hundred (1500) paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

11.18 Transfer outside of the Bargaining Unit

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

A nurse who is transferred to a temporary/relief position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year 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.

A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.

- (b) In the event that a nurse is transferred to a temporary/relief position for a period in excess of one (1) year 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) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the Union of the names of any nurses performing the duties of positions outside of the bargaining unit pursuant to Articles 11.18 and/or 21.03 (b), the date the assignment commenced, the area of assignment and the duration of such assignments.
- (e) A nurse who accepts a transfer under Article 11.18 will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

11.19 Local Health Integration Networks and Restructuring

In the event of a health service integration with another service provider the Employer and the Union agree to meet.

- (a) The Employer shall notify affected employees and the Union as soon as

a formal decision to integrate is taken.

- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Administrator or designate. Such requests are to be given as far in advance as possible and a written reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

12.02 Union Leave

(a) Local Union Leave

The Home agrees to grant leaves of absence to employees selected by the Union to attend Union business including conferences and conventions. Only one (1) employee maybe absent at any one (1) time and the Union will provide at least four (4) weeks advance notice of such eave, in writing to the Employer unless impossible. The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

(b) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted such leave of absence as she or he may require to fulfil the duties of the position without loss of seniority and benefits. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above. Reasonable notice – sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence.

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

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

(d) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Association

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty-five (35) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

- (e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b), (c), and (d), above, and will bill the Union for such salary, as well as nineteen percent (19%) for all pension, vacation, and benefit reimbursement. 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.

(f) ONA Staff Leave

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 11.10, 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 aforementioned items, unless the Union decides to take sole responsibility for these employee obligations.

12.03

Bereavement Leave

A nurse who notifies the Employer as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of

bereavement leave will also include a partner of the same sex. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.

Part-time nurses will be credited with seniority and service for all such leave.

12.04

Jury & Witness Duty

- (a) If a full-time or part-time nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the nurse's duties at a home, or is required to attend a coroner's inquest in connection with a case arising from the nurse's duties at the Home, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:
- i) notifies the Employer immediately on the nurse's notification that she or he will be required to attend court;
 - ii) presents proof of service requiring the nurse's attendance;
 - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time nurse or regular part-time nurse is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her or his former schedule that is considered appropriate by the Employer. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) 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 at the Home 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 in such meetings at her or his regular straight time hourly rate of pay.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

12.05 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (e) The Employer may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) A nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) 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 for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

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

12.06

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 12.05 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless that position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

- (e) 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 seventy-five percent (75%) of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Biweekly 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 twelve (12) 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 part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

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

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the portion of the parental leave for which SUB payments are being made, i.e. 12 weeks, in addition to pension contributions if applicable.

12.07 Education Leave

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

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Director of Resident Care or designate. Requests for such leave will not be unreasonably denied.
- (b) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (c) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:
 - i) No more than one (1) employee may be absent at one time;
 - ii) Employees must provide at least thirty (30) calendar days' notice in writing;
 - iii) Provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.
- (d) Professional and Education Leaves

Where an employee is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time

off from work as the result of attending the training program, course or workshop.

- 12.08
- (a) 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 and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the nurse is participating during the leave
 - (c) Subject to any changes in a nurse's status 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.

12.09 Military Leave

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

ARTICLE 13 – DISABILITY INCOME PROTECTION PLAN

- 13.01
- 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)
 - i) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up to the third day of such illness or injury.
 - ii) 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 from the 4th day of illness to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost. It is understood and agreed that the employer may self-insure coverage if it so chooses and shall notify the Union of any change in practice.
 - (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. The employee will endeavour

to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.

- (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, that this benefit commences like all other insurances, after the third month of employment.

13.02 The parties agree that sub-article 13.01 (a) (i-ii) will be applied in the following manner during the employer self-insured period:

- (a) For any absence for which sick pay is claimed, an employee must provide the Employer with a certificate, in the form attached hereto as Schedule "A", signed by the employee and confirming that personal illness or injury has prevented the employee's attendance at work on those days.
- (b) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if:
 - i) The employee has been absent for at least three consecutively scheduled shifts, and the Employer has requested such certificate; or
 - iii) The employee has an established pattern of absenteeism, and the Employer has given the employee written notice that he or she must provide such a certificate.
- (c) The employee will be required to provide the Employer with a medical certificate as set out in Schedule "B", confirming that the employee's personal illness or injury prevented the employee's attendance at work, if the Employer requests that the employee provide a certificate from his or her physician (or nurse practitioner or midwife, in the context of the employee's pregnancy) that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities; the employee's reinstatement after sick leave will be conditional on his or her supplying such certificate.
- (d) The Employer reserves the right to require a medical certificate at the Employer's expense in special circumstances, such as:
 - i) When the information provided in the standard form is insufficient to substantiate illness or injury; or
 - ii) When additional information is required to establish that the employee is medically able to return to work with or without accommodation; or
 - iii) Under other circumstances, subject to a reasonable rationale.

It is understood that the Employer is not entitled to request or receive a medical diagnosis, except or unless it is required by a statutory or regulatory body or organization, but is entitled to request and receive a prognosis concerning the employee's medical condition.

- 13.03 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 13.01 notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.
- 13.04 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.

ARTICLE 14 – HOURS OF WORK & SCHEDULING

- 14.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be 12 hours per day, 80 hours per bi weekly period averaged over a six week schedule.
- 14.02 The normal daily extended shift shall consist of twelve (12) consecutive hours, including a forty-five (45) minute paid meal period. Employees shall be entitled to forty-five (45) minutes of paid breaks during the normal daily extended shift, at a time designated by the Employer.
- 14.03 Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- 14.04 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 14.05 Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works a full shift shall be paid for a twelve (12) hour shift rather than the actual hours worked.
- 14.06 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption.
- 14.07 Standard 8 Hour Tours/Hybrid Schedules
- The Employer and the Union may agree to implement standard 8 hour tours or hybrid schedule (mix of extended and standard 8 hour tours). For clarity, a

hybrid schedule may include extended tours on weekends and standard 8 hour tours during the week. The following will apply:

- (a) Each facility/unit must have sixty-six and two thirds percent ($66\frac{2}{3}$ %) agreement of the full-time and part-time employees who work in the facility/ unit.

Each Home must have the majority agreement of the full-time and part-time employees who vote on the issue to agree on a trial period of up to six months.

Once the trial period is complete, each Home must have a minimum of $66\frac{2}{3}$ % agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- (b) The Standard 8 hour Tour / Hybrid Schedule may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(d) Hours of Work

i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

ii) The standard daily 8 hour tour shall be 8 consecutive hours in any 24-hour period, including thirty (30) minutes of paid meal time. For hybrid schedules, standard 8 consecutive hour daily tours and 12 consecutive hours daily tours will be scheduled.

iii) Employees working a standard 8 hour tour shall be entitled, subject to the exigencies of resident care, to paid relief periods of fifteen (15) minutes during each half of the normal daily shift. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 14.02.

- (e) Payment for bereavement leave is based on 8 hours for standard 8 hour tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shift.

- (f) Payment for paid holidays for full-time employees is based on the equivalent to the 8 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 8 hours.

- (g) Overtime premium as set out in Article 15.01 shall be paid for all hours paid in excess of 12 hours on a scheduled extended tour or all hours paid

in excess of 8 hours on a standard 8 hour tour or 80 hours bi-weekly averaged over the duration of a six (6) week schedule.

For a hybrid schedule, the overtime premium as set out in Article 15.01 shall be paid for all hours in excess of the scheduled shift length on that day or 80 hours bi-weekly averaged over the duration of the scheduling period.

- (h) Shift exchanges will be in accordance with Article 14.04.
- (i) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

14.08 The Union and Employer may agree to the alternate scheduling language described in the Participating Nursing Homes and ONA template, such as:

- 4 on / 5 off
- Special Circumstances Arrangements
- Innovative Scheduling
- Four on, Two off Schedule
- Job Sharing / Time Sharing
- Weekend Worker
- Self Scheduling

14.09 Permanent Shifts

Nurses employed on permanent shifts will not be rotated without their consent

14.10 First (1st) Shift of Day

The night shift shall be the first shift of the day.

The Extended tours are:

0700 – 1900
1900 – 0700

The standard 8 hour tours are

0700 – 1500,
1500 – 2300, and
2300 – 0700

14.11 Schedule Duration and Advance Posting

- (a) Work schedules shall be posted two (2) weeks in advance to cover an eight (8) week period.
- (b) Schedules shall be posted as early as possible on the day of posting.
- (c) Once posted schedules will not be changed without the employees' consent.

14.12 Part-time scheduling

- (a) All regular part-time employees shall provide availability for a minimum of 7 extended shifts over a four consecutive week schedule including two

weekends, and,

- (b) Regular part-time employees shall be scheduled up to seven (7) extended shifts in a four consecutive week period in accordance with seniority and availability. Any additional shifts offered will be based on their availability and seniority before any casual part-time employees are utilized. Where no regular part-time employee is willing to perform the available work, casual part-time employees on the basis of seniority will then be offered such work.

Casual nurses shall not be pre-booked unless there are no regular part-time nurses available at straight time.

- (c) In accordance with Article 15.10, where a shift that is required to be paid at premium (overtime) rate becomes available, such shift shall be offered first to full-time employees on the basis of seniority, then regular part-time employees on the basis of seniority and then to casual part-time employees on the basis of seniority.
- (d) It is agreed that an employee's availability for additional tours and/or overtime does not waive the employee's right to premium payment provided under this agreement. It is also agreed that an employee's availability does not constitute a request that waives a premium under the collective agreement.

14.13 Where there is a violation of the scheduling provisions pertaining to consecutive days of work, weekends off, or time off between shifts, the Employer will pay the employee premium pay of one and one-half times her regular straight time hourly rate for all hours worked for the following tour of duty subject to Article 15.02.

ARTICLE 15 –PREMIUM & OTHER PAYMENT

15.01 Overtime shall be paid for all paid hours over twelve (12) hours on a shift or eighty (80) hours bi-weekly averaged over a 6 week schedule at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.

15.02 When an employee is required to work on a paid holiday or on a day for which she is entitled to receive time and one-half (1½) her regular straight time hourly rate and she is required to work additional hours in excess of her normal twelve (12) hour shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

15.03 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate, provided the employee has not previously received notification orally or in writing not to report.

15.04 Where call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

15.05 It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the employer shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given to the employee personally, the employee will be paid four (4) hours' straight time wages or six (6) hours' straight time wages if an extended tour. It is understood that call-ins or call-backs are not covered by this provision.

15.06 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

15.07 Shift and Weekend Premium

(a) Effective January 1, 2017 an employee shall be paid a shift premium of eighty-five cents (85¢) per hour for each hour worked between the hours of 1500 hours until 0700 hours

(b) Effective January 1, 2017, an employee shall be paid a weekend premium of one dollar (\$1.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon or as defined in the Collective Agreement. If an employee is receiving premium pay pursuant to a local scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

15.08 Standby and Call In

(a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.

(b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.

(c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 15.08 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care

or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 15.08 (b).

- 15.09 (a) If an employee is required by the Employer to work a weekend in violation of the weekends off scheduling obligations of the collective agreement (if any), she will receive premium payment of time and one-half (1½) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.
- (b) Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.

- 15.10 The Employer is not required by the seniority scheduling provisions of the collective agreement (if any) to assign work to senior employees that triggers premium pay. In the event that any such assignment would trigger premium pay and the Employer chooses to assign the shift to an employee, the seniority scheduling provisions (if any) shall apply.

This provision is applicable to all of Articles 14 and 15 except for 15.02.

- 15.11 Overtime premium will not be duplicated for the same hours worked under Article 14 nor shall any shift or weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half. It is expressly agreed that where the employee qualifies for two or more of the following payments: time and one half, shift premium, weekend premium [subject to the limitation in 15.07 (b)] and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.

- 15.12 An employee shall have the option of selecting compensating time off in lieu of overtime premium payment. Time off shall be at the appropriate premium rate (i.e. 1.5 hours off for each hour of premium overtime worked). Employees may accumulate and bank up to a maximum of two (2) lieu days at any time. Accumulated lieu days shall not be used for the purpose of extending vacation. Unless the Employer agrees otherwise, accumulated lieu time must be taken between January 6th and November 30th of the year in which it is accumulated failing which it will be paid out. Employees who wish to utilize a lieu day shall make their request in writing at least two weeks in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer giving due consideration for the safe and efficient operation of the nursing home. Such requests shall not be unreasonably denied.

15.13 Christmas/New Years Scheduling

The Employer will schedule each employee a minimum of four (4) consecutive days off at either Christmas or New Year's on an alternating basis from year to year.

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 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 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 Director of Resident Care by November 1st. Christmas and New Year's time off shall be posted by November 15th.

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

At the request of the employee, the four (4) consecutive days off may be scheduled during the period of December 15th to January 15th to facilitate their cultural differences replacing the days off noted above.

15.14 Weekend definition for purposes of scheduling

A weekend off shall be defined as the period commencing at 19:00 h on Friday to 07:00 hours on Monday.

15.15 Scheduling of weekends off

Employees shall be scheduled to receive every second weekend off.

- (a) An employee shall be paid time and one-half (1½) for all hours worked on a second consecutive weekend, save and except where:
- i) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - ii) such employee has requested weekend work; or such weekend is worked as a result of an exchange of tours with another employee.

15.16 Premium payment of one and one-half times her regular straight time hourly rate shall be paid to an employee:

- (a) for all work performed on scheduled days off by a full-time employee.
- (b) for all work performed by a full-time or part-time employee after working four (4) consecutive extended tours.

ARTICLE 16 – PAID HOLIDAYS

(Articles 16.01 to 16.07 apply to full-time employees only)

16.01 An employee who otherwise qualifies under Article 15.02 hereunder shall receive the following paid holidays:

New Year's Day
Family Day

Civic Holiday (1st Monday in August)
Labour Day

Good Friday
 Victoria Day
 Second Monday in June
 July 1st

Thanksgiving Day
 Remembrance Day
 Christmas Day (December 25th)
 Boxing Day (December 26th)

In the event that the Provincial Government declares an additional holiday (such as Heritage Day) during the term of this Agreement, such holiday will substitute for one of the non-statutory holidays.

16.02 Accommodations of Spiritual or Cultural Observances

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1st, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 16.06.

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

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

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

An employee entitled to holiday pay hereunder shall not receive sick leave pay to which she or he may otherwise have been entitled unless she or he was scheduled to work that day. An employee receiving WSIB 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 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 14.01.

16.05 Subject to Article 16.03:

- (a) Where a holiday falls during an employee's scheduled vacation period, the employee's vacation shall be extended by one (1) day unless the

employee and the Employer agree to schedule a different day off with pay.

- (b) Where a holiday falls on an employee's scheduled day off an additional day off with pay will be scheduled.

16.06 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one-half (1.5) the employee's regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 15.02. In addition, the employee will receive a lieu day off with pay in the amount of her or his regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 14.01.

NOTE: Employees on extended tours shall receive twelve (12) lieu days off to consist of eight (8) hours each.

16.07 Where an employee is entitled to a lieu day under Article 16.05 or 16.06 above, such day off must be taken within a period of thirty (30) days before or ninety (90) days after or payment shall be made in accordance with Article 16.04.

16.08 (Article 16.08 applies to part-time employees only)

If a regular part-time employee works on any of the holidays listed in Article 16.01 of this Agreement, she or he shall be paid at the rate of time and one-half (1.5) her or his 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 15.02 regarding hours worked in addition to her or his full tour.

16.09 Paid Holidays – Long Weekends

- (a) When an employee is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to also schedule the employee to work the paid holiday.
- (b) When the employee is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall endeavour to schedule the employee off the paid holiday.
- (c) In the event of a scheduling conflict, 16.09 (a) will be the deciding provision.

16.10 Subject to the operational requirements of the Home, an employee may accumulate up to four lieu days which may be taken singly, consecutively or up to 2 days may be added to her vacation. Such leave shall not be unreasonably denied. The employee shall advise the employer of their intention to bank a lieu day.

16.11 The Employer will endeavour to arrange for paid holidays to be divided equitably among the employees in the Home in accordance with the restrictions in 16.09 above.

ARTICLE 17 – VACATIONS

17.01 All full-time employees shall receive vacations with pay based on length of full-

time continuous service as follows:

- (a) Employees who have completed less than one (1) year of full-time continuous service as of January 1 shall be entitled to a vacation on the basis of 10 hours for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Employees who have completed one (1) or more years of full-time continuous service as of January 1 shall be entitled to an annual vacation of three (3) weeks with 120 hours' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Employees who have completed three (3) or more years of full-time continuous service as of January 1 shall be entitled to an annual vacation of four (4) weeks with 160 hours' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service as January 1 shall be entitled to an annual vacation of five (5) weeks with 200 hours' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty-three (23) years or more of full-time continuous service as of January 1 shall be entitled to an annual vacation of six (6) weeks with 240 hours' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service as of January 1 shall be entitled to an annual vacation of seven (7) weeks with 280 hours' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross earnings on the following basis:

3 week entitlement	– 6%
4 week entitlement	– 8%
5 week entitlement	– 10%
6 week entitlement	– 12%
7 week entitlement	– 14%

17.02

All part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings:

3 week entitlement	– 6%
4 week entitlement	– 8%
5 week entitlement	– 10%
6 week entitlement	– 12%
7 week entitlement	– 14%

Equivalent years of service, calculated pursuant to the formula set out in Article

17.04, shall be used to determine vacation entitlement.

- 17.03 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her or him to the date of her or his separation.
- 17.04 For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, 1500 hours of part-time service shall equal one (1) year of full-time service and vice versa.
- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where a vacationing employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
 - (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - (d) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.03.
 - (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- 17.05 A vacation request, which has been submitted by the employee and then approved by the Employer, may not be cancelled by the Employer without the consent of the employee.
- 17.06
- (a) The cut off date for determining vacation entitlement is January 1 in any year.
 - (b)
 - i) Employees shall indicate their vacation preference by March 31st of each year, and the Employer shall post the final vacation schedule by April 15th each year. Choice of vacation period shall be based on seniority but shall be determined by the Director of Resident Care or designate having due regard to the proper operation of the Home.
 - ii) Vacation requests made after the posting of the vacation schedule shall be determined by the Director of Resident Care or designate having due regard to the proper operation of the Home on a first come first served basis.
 - (b) Requests for vacation shall not be unreasonably and/or arbitrarily withheld. The number of staff allowed to be on vacation at the same time

will be determined by the Home. The number will not be unduly restrictive.

- (c) Prior to leaving on vacation, an employee shall be notified of the date and time on which to report back for work following vacation if the posted work schedule does not cover the employee's vacation period, if the information is known by the employer.
- (e) Vacations may be taken as earned in allotment of weeks (i.e. one week equals five (5) vacation days and at least two days off or in single days or multiples thereof).
- (f) Full-time and part-time employees will be granted time off in single days or multiples thereof upon request, provided the employer agrees to that request.

ARTICLE 18 – BENEFITS

18.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer shall pay one hundred percent (100%) of the billed premium for OHIP and will provide for payment of any re-imposition of OHIP type premiums.
- (b) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Plan, with a Drug Card providing for a \$7.50 cap on re-imburement on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. Effective October 31, 2011, reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent 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.

In addition to the standard benefits, coverage will include hearing aids in the amount of \$750 lifetime; and vision care in the amount minimum \$300 every 24 months, with the right of the beneficiary to access the benefit one time only for corrective laser eye surgery.

The Plan will include a paramedical coverage bank which covers the following services from paramedical providers who are licensed or registered in the province of Canada in which the services are provided. There shall be no deductibles, no co-insurance and no per visit caps.

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath

- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist
- Ophthalmologist or Optometrist

to a maximum of \$750/insured person/year.

Out-of-country benefits for all homes.

It is also understood that coverage will include dependant children up to and including age 21 and up to including age 25 if a full-time student.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance plan providing for twice annual (2x) salary.
- (d) The Employer agrees to contribute 50% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Dental Plan (which is comparable to the Blue Cross #9 Dental Plan) or comparable coverage with another carrier; based on current year ODA fee schedule lag providing the balance of the monthly premiums are paid by the employees through payroll deductions. The Dental plan shall provide for Fluoride treatments only for persons under the age of 18 years and dental recall on a nine (9) month basis for persons 18 years and older. There shall be no deductibles and no co-insurance.

It is also understood that coverage will include dependant children up to and including age 21 and up to including age 25 if a full-time student.

- 18.02 (a) Notwithstanding Articles 13 and 18, 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:
- 13.01 (a)
 - 18.01 (b) EHC
 - 18.01 (c) Reduce life insurance by 50% to the equivalent of one times (1x) salary
 - 18.01 (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 Article 21.01 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 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Article 21.01 for all items now included in the payment.

18.03

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problem with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be Randi Abramsky and George Surdykowski.

If additional arbitrators are necessary, Norm Jesin shall remain seized to appoint these, if the parties are unable to agree.
- (g) The arbitrator shall render a decision with ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer

to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Norm Jesin, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

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

18.05 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer towards the premium coverage under the insurance plans set out above subject to their respective terms and conditions including any enrolment requirements. Should any plan have a longer service qualifier it shall be removed as soon as the plan is up for modification or renewal.

18.06 In the event of a layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employee are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 19 – RETIREMENT INCOME PLAN

19.01 The Nursing Homes and Related Industries Pension Plan

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

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

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

- (a) The straight time component of hours worked on a holiday;
- (b) Holiday pay, for the hours not worked;

- (c) Vacation pay;
- (d) Paid union leaves.

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

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

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

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

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

- 19.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- 19.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The Employer will endeavour to provide the following information to the Administrator of the Plan in electronic format if the Employer has the technology.

For further specificity, the items required for each Eligible Employee are:

(a) To be Provided Once Only at Plan Commencement

- i) Date of Hire
- ii) Date of Birth
- iii) Date of First Contribution
- iv) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit).

(b) To be Provided with Each Remittance

- i) Name
- ii) Social Insurance Number
- iii) Monthly Remittance
- iv) Pensionable Earnings
- v) Year to Date Contributions
- vi) Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and if Status Changes

- i) Full Address as provided to the Employer
- ii) Termination date where applicable (MM/DD/YY)
- iii) Gender
- iv) Marital Status

(d) To be Provided Annually but no later than December 1

- i) Current complete address listing
- ii) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits.
- iii) All approved leaves of absence including type of leave.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

19.06

If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve,

Louisa Davie will convene a hearing to determine the matter within thirty (30) days.

- 19.07 Employees may make additional voluntary contributions to their RRSP based on whole number percentages, (example 1%, 2%, etc.), up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Employer.
- 19.08 Where legislation or the Plan prohibits an employee from contributing to a pension plan because of age, an amount equivalent to the deductions in Article 19.02 will be paid to the employee on their regular pay.

ARTICLE 20 – MISCELLANEOUS

- 20.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union and sufficient copies will be provided to the Employer and the local Union, as requested. The cost of printing the Collective Agreement, including the printing of the French Translation, will be shared equally by the Employer and the Union.
- 20.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 20.03 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her or his telephone number.
- 20.04 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.
- 20.05 Influenza Vaccine
- The parties agree that influenza vaccinations may be beneficial for residents and employees. 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) Employees shall, subject to the following, be required to be vaccinated for influenza.
 - (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
 - (c) Employers recognize that employees have the right to refuse any required vaccination.
 - (d) If an employee 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 Employer until such time as the employee is cleared to return to work. If an employee 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 an employee 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 employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee 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 employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

20.06 Criminal reference checks for employees, that may be required by the employer pursuant to provincial legislation, will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

20.07 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

20.08 The Employer shall provide to the Union individual bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union.

20.09 The regular pay day shall be every two weeks on a Thursday.

20.10 Liability Insurance

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

It is understood and agreed that the provision of the above noted letter in no way obligates the employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

20.11 The Employer shall provide adequate parking space without charge. Priority shall be given to employees for proximately to the home.

20.12 Electronic Grievance Forms

- (a) The parties agree to use the electronic version of the (O.N.A. Grievance Form at Appendix 1).
- (b) The parties agree that hard copies of the electronic form are valid for purposes of Article 7 (grievance procedure).
- (c) Electronic grievances may be sent, via email, to the applicable manager and copied to Human Resources, or the identified designate.
- (d) The electronic signature of the Union representative or Labour Relations Officer will be accepted as the original signature.
- (e) The Union undertakes to get a copy of the electronic version signed by the grievor.
- (f) The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to mediation or arbitration.

ARTICLE 21 – COMPENSATION

21.01 (a) The salary rates in effect during the term of the Agreement shall be those set out below. The regular straight time hourly rates for full-time, regular part-time and casual part-time Employees shall be as follows:

Registered Nurse

Step	October 20, 2015	July 1, 2016	July 1, 2017	July 1, 2018
Start	\$28.31	\$28.71	\$29.11	\$29.69
1 Year	\$29.53	\$29.94	\$30.36	\$30.97
2 Years	\$30.49	\$30.92	\$31.35	\$31.98
3 Years	\$32.12	\$32.57	\$33.03	\$33.69
4 Years	\$33.42	\$33.89	\$34.36	\$35.05
5 Years	\$35.02	\$35.51	\$36.01	\$36.73
6 Years	\$36.56	\$37.07	\$37.59	\$38.34
7 Years	\$39.66	\$40.22	\$40.78	\$41.60
8 Years	\$42.86	\$43.46	\$44.07	\$44.95

Percentage in Lieu

The eight and one-half percent (8.5%) premium is given in lieu of benefits under Articles 16 (except 16.06), 13, and 18.

21.02 A nurse in the employ of the Employer who holds a Temporary Class Certificate of Registration as a registered nurse and who obtains her or his General Class

Certificate of Registration shall be given the salary of the Registered Nurse as provided in this Article effective the date the nurse informs the Administrator or her or his designate of obtaining her or his General Class Certificate of Registration. The Employer will validate the nurse's status with the College of Nurses.

- 21.03 (a) An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification which represents an increase above her current salary. She shall retain her service review date for purposes of wage progression.
- (b) Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of Management, she shall be paid in accordance with 21.03 (c).
- (c) In Charge Pay
- The Employer shall, when no nursing supervisor is on duty, designate an employee(s), to be in charge on the evening, night, weekend and holiday shifts. Such employee shall receive one dollar sixty-five (\$1.65) per hour in addition to her regular rate of pay.

- 21.04 (a) The Employer will recognize recent related RN 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 make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she/he shall not be entitled to recognition.

NOTE: For greater clarity, recent related experience includes recent related RN experience out of province and out of country.

- (b) In addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage 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 make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she shall not be entitled to recognition.

For full-time employees the Employer shall give effect to part-time experience, and for part-time employees the Employer shall give effect to full-time experience.

NOTE: For greater clarity, related nursing experience includes related nursing

experience out of province and out of country

- 21.05 (a) Each full-time employee will be advanced from her or his present level to the next level set out in the Salary Schedule, twelve (12) months after she or he was last advanced on her or his service review date. If a full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, the employee's service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- (b) Each part-time employee will be advanced from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 11.01.

21.06 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

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

21.07 Retroactivity

All amended provisions are effective the date of ratification or award, unless otherwise provided. Retroactivity, if any, will be paid within three full pay periods of the date of ratification or the award on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Employer may pay retroactivity as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the union, within 30 days of the date of the award to advise them of their entitlement to retroactivity.

Such employees will have a period of 60 days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the 60 day period, their claim will be deemed to be abandoned.

ARTICLE 22 – DURATION

- 22.01 This Agreement shall continue in effect from October 20, 2015 to June 30, 2019 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 22.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 22.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

ARTICLE 23 – APPENDICES

- 23.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:
- Appendix 1 O.N.A. Grievance Form
- Appendix 2 List of Professional Responsibility Assessment Committee – Chairpersons
- Appendix 3 O.N.A. Professional Responsibility Complaint Form
- Appendix 4 Letters of Understanding
- Part-time Voluntary Benefits
 - Supernumerary Positions
 - Supernumerary Positions Internationally Educated Nurses (IENs)
 - Implementation of 1st collective agreement
- Schedule A Certificate of employee confirming absence due to personal illness or injury
- Schedule B Medical certificate of inability to work or readiness to return to work due to/following personal illness or injury

DATED AT Sudbury, ONTARIO, THIS 4th DAY OF July, 2017.

FOR THE EMPLOYER:

Crystal Moretti

Jane Mason

FOR THE UNION:

Diana Kutchaw
Labour Relations Officer

Chinenye Okabuonye

APPENDIX "1"

ONA GRIEVANCE FORM

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

APPENDIX "2"

LIST OF PROFESSIONAL RESPONSIBILITY

ASSESSMENT COMMITTEE CHAIRPERSONS

Anitta Robertson

198 Corner Ridge Road
Aurora, ON L4G 6L5
Telephone: (905) 727-3072
Fax: (905) 727-3624
Email: aanddroberton@sympatico.ca

Eleanor Plain

1684 Middle Road
Kingston, ON K7L 5H6
Tel : 613-549-3219
Email: eleanor.plain@sympatico.ca

APPENDIX "3"

ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY WORKLOAD (PRW) REPORT FORM

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

SECTION 1: GENERAL INFORMATION

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

Employer: _____ Unit//Floor/Pod: _____

of Beds in Unit/Home: _____ Unit//Home Census this Shift: _____

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

Is this a Specialty Unit? Yes No

Name of Supervisor/Charge Nurse: _____ Date/ Time notified: Day | Month | Year

SECTION 2: DETAILS OF OCCURRENCE

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

Is this an: Isolated incident? Ongoing problem? (when in outbreak) (Check one)

SECTION 3: WORKING CONDITIONS

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

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

*as defined by your unit/floor/pod

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

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

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

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

i) Assigning:

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

ii) Communication:

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

iii) Leadership/Supervision:

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

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

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

SECTION 4: NURSE/RESIDENT/ENVIRONMENT CARE FACTORS CONTRIBUTING TO THE CONCERN/ISSUE

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

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

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

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

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

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

Communication/Process Issues Home in enhanced compliance monitoring

Drs. Days Non-Nursing Duties. Please specify:

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

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

SECTION 5: REMEDY

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

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

SECTION 6: RECOMMENDATIONS

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

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

Equipment/Supplies. Please specify:

Other. Please specify:

SECTION 7: EMPLOYEE SIGNATURES

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

SECTION 8: MANAGEMENT COMMENTS

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

Yes No If yes, date: _____

Provide details:

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

SECTION 9: RESOLUTION

Is the issue resolved? Yes No

If yes, how is it resolved?

If no, please provide the date in which you forwarded this to Labour-Management. _____

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

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

Dated: _____

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

LRO

**ONA/LONG-TERM CARE PROFESSIONAL RESPONSIBILITY – WORKLOAD REPORT FORM
GUIDELINES AND TIPS ON ITS USE**

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

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

PROBLEM SOLVING PROCESS

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

TIPS FOR COMPLETING THE FORM

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

APPENDIX "4"

LETTER OF UNDERSTANDING

BETWEEN:

CEDARWOOD LODGE
(Hereinafter referred to as the "Employer")

AND:

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

Re: Part – Time Voluntary Benefits

The Employer will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

DATED AT Sudbury, ONTARIO, THIS 4th DAY OF July, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

Crystal Moretti

Diana Kutchaw
Labour Relations Officer

Jane Mason

Chinenye Okabuonye

LETTER OF UNDERSTANDING

BETWEEN:

CEDARWOOD LODGE
(Hereinafter referred to as the "Employer")

AND:

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

Re: Supernumerary Positions

The Employer may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions;
2. Newly graduated nurses are defined as those nurses who have graduated from a nursing program or refresher program within the last year;
3. No appointment will be made to a supernumerary position without prior discussion with the local Association as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply (see 7 below);
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 11.07;
5. Such nurses will be full-time and covered by the full-time collective agreement;
6. Such nurses will be in formal mentorship arrangements in accordance with Article 10.13 and the Letter of Understanding on Mentoring;
7. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the local parties may agree, provided such period is not less than twelve (12) weeks;
9. Such nurses can apply for posted positions after the probationary period is completed;
10. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off and the nurse will not be reassigned;
11. The Employer bears the onus of demonstrating that such positions are supernumerary;
12. The Association will be provided with such written information as it may reasonably require regarding each supernumerary position;

- 13. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Employer or the Union may require that the supernumerary nurse shall be first laid off.

DATED AT Sudbury, ONTARIO, THIS 4th DAY OF July, 2017.

FOR THE EMPLOYER:

Crystal Moretti

Jane Mason

FOR THE UNION:

Diana Kutchaw

Labour Relations Officer

Chinenye Okabuonye

LETTER OF UNDERSTANDING

BETWEEN:

CEDARWOOD LODGE
(Hereinafter referred to as the "Employer")

AND:

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

Re: Supernumerary Positions Internationally Educated Nurses (IENs)

The Home may introduce supernumerary positions that may be offered to Internationally Educated Nurses (IENs). Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.

Nursing Career Orientation Initiative (NCO) nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from _____ (date) to a period of time that the MOHLTC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.
2. Positions will be created on units/areas where the parties agree.
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.
5. Such nurses will be full-time and covered by the full-time collective agreement.
6. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.
7. Such nurses can apply for posted positions after the probationary period is completed.
8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned.
9. The Home bears the onus of demonstrating that such positions are supernumerary.

10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.

11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Home or the Union may require that the supernumerary nurse shall be first laid off.

DATED AT Sudbury, ONTARIO, THIS 4th DAY OF July, 2017.

FOR THE EMPLOYER:

Crystal Moretti

Jane Mason

FOR THE UNION:

Diana Kutchaw
Labour Relations Officer

Chinenye Okabuonye

LETTER OF UNDERSTANDING

BETWEEN:

CEDARWOOD LODGE
(Hereinafter referred to as the "Employer")

AND:

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

Re: Implementation of 1st Collective Agreement

1. Grandparenting Schedules

1. Full time employees on staff as of April 10, 2017, may continue to work 21 extended shifts in a 6 consecutive week period. If the employee chooses to waive this grand-parenting provision, she must provide 4 months notice in writing. At the end of the notice period the entitlement shall be terminated and the scheduling provisions of the collective agreement will apply.
2. If the employee chooses to continue to work seven (7) extended shifts in a 6 consecutive week period, the provisions of the collective agreement that applies to such employee will be amended to accommodate the change in normal hours of work as follows:
 - 14.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be 12 hours per day, 84 hours per bi weekly period averaged over a six week schedule.
 - 15.01 Overtime shall be paid for all paid hours over twelve (12) hours on a shift or eighty (84) hours bi-weekly averaged over a 6 week schedule at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Nursing or designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization may not be required.
 - 17.01 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:
 - (a) Employees who have completed less than one (1) year of full-time continuous service as of January 1 shall be entitled to a vacation on the basis of 10 hours for each completed month of service with pay in the amount of 6% of gross earnings.
 - (b) Employees who have completed one (1) or more years of

full-time continuous service as of January 1 shall be entitled to an annual vacation of three (3) weeks with **126** hours' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (c) Employees who have completed three (3) or more years of full-time continuous service as of January 1 shall be entitled to an annual vacation of four (4) weeks with **168** hours' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Employees who have completed fifteen (15) or more years of full-time continuous service as January 1 shall be entitled to an annual vacation of five (5) weeks with **210** hours' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Employees who have completed twenty-three (23) years or more of full-time continuous service as of January 1 shall be entitled to an annual vacation of six (6) weeks with **252** hours' pay, provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) Employees who have completed twenty-five (25) years or more of full-time continuous service as of January 1 shall be entitled to an annual vacation of seven (7) weeks with **294** hours' pay provided the employee works or receives paid leave for a total of at least 1525 hours in the vacation year.

2. Placement on the Wage Grid

An Employee hired prior to April 10, 2017, will be placed on the wage grid based on a combination of her experience in accordance with Article 20.04 and her service in accordance with Article 11.01.

DATED AT _____, ONTARIO, THIS _____ DAY OF _____, 2017.

DATED AT Sudbury, ONTARIO, THIS 4th DAY OF July, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

Crystal Moretti

Diana Kutshaw
Labour Relations Officer

Jane Mason

Chinenye Okabuonye

SCHEDULE A

**CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE
DUE TO PERSONAL ILLNESS OR INJURY**

DATE: _____

NAME: _____

FACILITY: _____

DATE(S) OF ABSENCE: _____

I hereby affirm on my honour that my personal illness or injury prevented me from attending work on the date(s) shown above.

I understand that I will be compensated for the time absent from work at 70% of my straight time wages only.

SIGNATURE OF THE EMPLOYEE: _____

PAYMENT APPROVED: _____
SIGNATURE OF SUPERVISOR

DATE APPROVED: _____

SCHEDULE B

MEDICAL CERTIFICATE OF INABILITY TO WORK OR READINESS TO RETURN TO WORK DUE TO/FOLLOWING PERSONAL ILLNESS OR INJURY

PHYSICIAN/ NURSE PRACTITIONER/MIDWIFE*

*(in the context of the employee's pregnancy)

INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

I, _____ confirm that _____
(Physician's/Nurse Practitioner's/Midwife's name) (Please print employee's name)

was treated by me on _____, is or was unable to work

(Date)

due to _____
(Nature of illness/injury only)

PROGNOSIS:

Will not return to work: _____

Will return to work on: _____
(Date)

RETURN TO WORK

_____ can return to work on _____ to carry out normal duties
Employee's Name (Date)

Without restrictions _____ OR With the following restriction(s) and duration (if applicable):

Physician's/Nurse Practitioner's/Midwife's signature: _____

Date: _____