

COLLECTIVE AGREEMENT

BETWEEN:

CLARION NURSING HOMES LIMITED  
(hereinafter referred to as "the Employer" or the "Home")

And:

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

EXPIRY: June 30, 2019

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**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the Nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain mutually acceptable working conditions, hours of work, and wages for all Nurses within the bargaining unit.
- 1.02 It is recognized that the Nurses wish to work together with the Employer to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer undertakes that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Clarion Nursing Homes Limited in the town of Stoney Creek, save and except Director of Nursing and persons above the rank of Director of Nursing and persons in any bargaining unit for which any trade union held bargaining unit rights as of May 20, 1994.
- 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 Professional Act*, and the *Nursing Act*.
- 2.03 A Graduate Nurse is defined as a Nurse who is a graduate of a program acceptable to the College of Nurses of Ontario and is in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire.
- The continued employment of a Graduate Nurse shall be in compliance with the *Long-Term Care Homes Act*.
- A Graduate Nurse shall notify the Employer of the results of the College of Nurses exam(s) she writes.
- 2.04 A Nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the Nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of Registered Nurse, and she or he may be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario *Human*

*Rights Code.*

2.05 The following categories of Nurses exist:

- (a) A Full-time Nurse is a Nurse who is regularly scheduled to work thirty-seven and one-half (37.5) hours per week.
- (b) A Regular Part-time Nurse is a Nurse who is regularly scheduled to work less than thirty-seven and one-half (37.5) hours per week.
- (c) A Casual Part-time Employee means an Employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such Employee has the option of refusing work when it is made available to her, however, it is also understood that a Casual Part-time Employee cannot unreasonably or consistently refuse to work shifts.

2.06 Minimum Staffing

- (a) The Employer will assign at least one hundred and sixty-five (165) bargaining unit RN hours of work per week effective July 12, 2016. For clarity, this includes existing vacancies.
- (b) In the event the Employer cannot meet their ongoing obligation for scheduled RN hours in part (a) above, it shall so notify the Union and fully disclose the reasons thereof.
- (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make reasonable efforts to recruit a replacement and will provide the Union with an outline of recruitment activities.
- (d) Further, if there is a reduction in beds, occupancy levels or CMI or its equivalent below the levels in effect as of July 12, 2016, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (e) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
- (f) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an appropriate remedy.

2.07 The Employer agrees to employ sufficient registered staff and health care aides/ 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.

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

The Employer agrees to abide by the *Long-Term Care Homes Act* and Regulations as they may be amended from time to time with respect to staffing.

- 2.08 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, where the content so requires, it may also be deemed to mean the plural.
- 2.09 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the Nurse to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.
- 2.10 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 21.08.
- 2.11 Work normally performed by members of the bargaining unit shall not be contracted out or done by persons outside of the bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation, including non-available full-time or part-time bargaining unit Employees. Reassignment to other Employees of work normally performed by members of the bargaining unit shall not result in any termination, layoff or reduction in hours of any member of the bargaining unit employed at the time of the reassignment. This clause will not apply to the ad hoc use of agency, registry or management Nurses for single shift coverage of vacancies due to illness or leave of absence only when bargaining unit Nurses are not available or refuse to work.
- When it is decided to not fill a position following a Nurse's resignation, the Home will provide the rationale in writing for this decision to the Union. The Union may request a meeting to make representation on this matter.
- 2.12 The terms "regular pay" and "straight time pay" when used in this Agreement shall mean the amounts indicated in the wage classifications contained in Appendix "A".
- 2.13 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 recognizes and acknowledges that the management of the Home and the direction of the working force are fixed exclusively in the Home, and without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Home:
- (a) To determine and establish procedures for the operation of the Home in order to maintain order, discipline and efficiency in connection therewith;
  - (b) To establish from time to time, reasonable rules and regulations, policies and practices to be observed by the Nurses of the Home, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement, with government regulations pertaining to the care of residents and with accepted standards of nursing care;
  - (c) To hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend or discipline Nurses, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that a Nurse has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
  - (d) To manage and operate the Home in all aspects in accordance with the Home's obligations, which aspects, without restricting the generality of the foregoing, include but are not limited to:
    - i) Determining the nature and the kind of business of the Home, determining the location of premises, determining equipment and material to be used;
    - ii) Determining the content of jobs and directing the workforce, including the planning and controlling of the Home's operations, the scheduling of work for Nurses required for the Home's purposes, the combining or splitting up of departments and the increases or reduction of personnel;
    - iii) introducing new and improved facilities and methods for the efficient operation of the Home.
  - (e) To exercise any of the rights, powers, functions or authorities which the Home had prior to the signing of this Agreement, except those rights, powers, functions or authorities specifically abridged or modified by this Agreement.
- 3.02 The Employer shall not exercise its rights in a manner contrary to this Collective Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Nurse because of her/his membership or non-membership in the Union or lawful activity on behalf of the Union or by reason of exercising her/his rights under the Collective Agreement, or any applicable legislation.
- 4.02 The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on the Employer's premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 There shall be no discrimination on the part of the Employer, the Union or any Nurses covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place or origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The Nurse rights set out above shall be interpreted within the context of 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 a nurse has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another nurse because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability." Ref: Ontario *Human Rights Code*, Sec. 5 (2).
- (b) "Every person who is a nurse 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 nurse." Ref: Ontario *Human Rights Code*, Sec. 7 (2).

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

- (c) Every person who is a nurse has a right to freedom from workplace harassment in accordance with the *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).

A Nurse who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Home's policy on harassment and process. Failing resolution, an Employee may follow the process set out in the Complaint, 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 any other jurisdictions.

## 4.05

Modified Work/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 *Human Rights Code*.

The Home and the Union agree to on-going and timely communication by all participants. For the purposes of expediting communication the Home and the Union agree that the participants may use electronic communication where available.

- (b) Prior to any disabled Employee returning to work from a disability including WSIB to a modified/light/alternative 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.

- (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) 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 to discharge that duty.

4.06 Whistle Blowing Protection

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

**ARTICLE 5 - NO STRIKES AND LOCKOUTS**

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

**ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES**

6.01 The Employer will recognize the following:

- (a) One (1) Nurse representative.
- (b) A grievance committee of up to two (2) Nurses one (1) of whom shall be the Nurse representative.
- (c) A negotiating committee of two (2) Nurses and an Labour Relations Officer of the Ontario Nurses' Association.
- (d) A Union-Management committee composed of an equal number of representatives of the Employer and the Union. Meetings of this committee may be held at the request of either party upon mutual agreement, but at least every third month. The purpose of this committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of this meeting shall be maintained by both parties. The role of chairperson shall rotate between the parties.

6.02 The Union will supply the Employer with the names of its representatives and changes thereto.

6.03 (a) The Home recognizes that the function of the Grievance Committee Member as described herein includes the investigation and presentation of grievances as provided for in this Agreement. The Union acknowledges and agrees that the Grievance Committee Member is employed to perform assigned duties for the Home and that she shall not leave her work during her shift to perform her duties under grievance procedures provided for in this Agreement without first obtaining the permission of the Director of Nursing, which permission shall not be unreasonably withheld. It is further agreed that only one (1) Grievance Committee Member shall be involved in the processing of a grievance at any given time. Provided the Grievance Committee Member's absence does not unreasonably interfere with the efficient operations of the Home, the Grievance Committee Member shall not suffer any loss of pay for time necessarily spent during her shift

processing grievances under the grievance procedure, up to but not including arbitration.

- (b) The two (2) Nurses on the Negotiating Committee will be paid by the Employer for time spent during negotiations for those hours for which they would otherwise have been regularly scheduled for work up to and including conciliation. After conciliation and thereafter, the Union agrees to reimburse the Employer the full amount for salary paid for negotiations in a timely fashion.

6.04 The Union Committees in exercising any right given to Nurses under this Collective Agreement may have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association where same is expressly provided. Otherwise, the Union Committees wishing the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association must receive the approval of the Home. Such approval shall not be unreasonably withheld by the Employer.

6.05 A Nurse representative will be allowed a reasonable period of time during the orientation period not to exceed one (1) hour to interview newly hired Nurses and to give membership forms.

6.06 The Employer agrees that if it requires a Nurse to serve on a committee, the meetings shall be scheduled during the Nurse's regular working hours or the Nurse shall be paid for all hours spent outside her/his regular working hours at her/his regular rate of pay.

6.07 Occupational Health & Safety Committee

- (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 (3) months or more frequently if the committee decides.

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. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (c) 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 the 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.

- (d) 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.
- (e) 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 other such 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.
- (f) The Union will use its best efforts to obtain the full-cooperation of its membership in the compliance of all safety rules and practices.
- (g) 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.

- (h) 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;
- iv) Developing measures and procedures to summon immediate assistance;
- v) Developing measures and procedures to investigate all incidents of workplace violence;
- vi) Providing training and education appropriate to these policies, measures and procedures;
- vii) Reporting all incidents of workplace violence.

- (i) 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 Employer will not await a 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.

- (j) 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

- iv) and which may endanger himself, herself or another worker; and 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.

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

6.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

6.10 Violence in the Workplace

(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 severe verbal abuse. The parties agree that such incidents will not be condoned. Any Employee who believes she/he has been subjected to such incident shall report this to a supervisor who will make every reasonable effort 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 and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to Employees who have faced workplace violence. These policies and procedures shall be communicated to all Employees.

(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 and information on the prevention of violence to all Employees who come into contact with potentially aggressive persons. This training will be done during a new Employee's orientation and updated as required.

(e) Subject to appropriate legislation, and with the Employee's consent, the Employer will inform the Union within three (3) days of any Employee who has been subjected to violence while performing her/his work. Such information shall be submitted in writing to the Union as soon as practicable.

6.11 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint 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.

## **ARTICLE 7 – UNION SECURITY**

7.01 The Employer shall deduct monthly from the pay due to each Employee who is covered by this Agreement a sum equal to the monthly Union dues of each such Employee. Where an Employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the Employee has earnings, within that month. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. When arrears or adjustments are submitted retroactively, the dues month and an explanation will accompany any such dues.

7.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all Employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications) and status (i.e. full-time, part-time) of the Employees, all terminations, newly hired Employees (including start date, where the existing system allows for the information without cost), and Employees on Leaves of Absence. On a quarterly basis, the Home will also provide the members' current addresses and phone numbers, shown on the Employers personnel records. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

The Union may forward any questions with respect to individual Employees in writing (or e-mail) to the Administrator (or designate). The Employer will respond to such requests with any information it has which is readily available, within two (2) weeks.

7.03 The Employer shall provide each Nurse with a T4 Supplementary Slip, showing the dues deducted in the previous year for income tax purposes.

7.04 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.

## **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES**

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 Care or designate at the first opportunity.

8.02 A Nurse filing a grievance shall have the right to have a Grievance Committee member, including the ONA Labour Relations Officer, present at any or all stages of the grievance procedure. In the case of suspension or discharge, the Employer shall inform the Nurse of this right in advance.

8.03 The Home or the Union shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) calendar days after the subject of such a grievance occurs or should reasonably have been known to the grievor.

8.04 Policy Grievance

A policy grievance shall be presented in writing at Step 2 of the grievance procedure. The Union or the Home may institute a grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement. Failing settlement the grievance may be referred to arbitration.

Group Grievance

Where a number of Nurses have similar grievances they may present a group grievance in writing, to the Administrator at Step 2.

8.05 Step 1

An Employee having a grievance must, orally submit her complaint to the Administrator or her/his designate within five (5) calendar days (excluding Saturday, Sunday, and Holidays) after the Act or condition which caused the grievance. The Administrator or her/his designate will deal with the grievance not later than the third calendar day from which the grievance is submitted, and will notify the grievor and a Grievance Committee Member of her/his decision in writing within five (5) calendar days following the said meeting.

Step 2

If the grievance is not settled under Step 1, a member of the Grievance Committee will within seven (7) calendar days (excluding Saturday, Sunday, and Holidays) of the decision under Step 1, or within seven (7) calendar days of the date this decision should have been made, submit a written grievance to the Home.

The parties shall meet to discuss the grievance within seven (7) calendar days after the grievance has been filed. The Home shall notify the grievor and a Grievance Committee Member of her/his decision, in writing, within five (5) calendar days following the said meeting.

8.06 A written grievance shall indicate the nature of the grievance, the provision of the Collective Agreement which has allegedly been violated, and the remedies sought by the grievor. The Administrator will receive a copy of all grievances submitted by the Union.

- 8.07 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.
- 8.08 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) days after the circumstances have occurred. A meeting will be held between the parties within ten (10) days. The Union shall reply within ten (10) days after the meeting, and failing settlement, the matter may be referred to arbitration.

### **ARBITRATION**

- 8.09 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration.
- 8.10 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the grievance procedure. If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a Board of Arbitration or by a sole arbitrator.
- 8.11 If the party serving the notice asks for a Board of Arbitration, the two (2) parties shall each name a nominee within ten (10) days and each shall notify the other party of the name and address of its nominee. The two (2) nominees so appointed shall jointly select a Chairperson. If they are unable to agree on the selection of a Chairperson within ten (10) days of their appointment, either party to the dispute may request the Ministry of Labour to appoint a Chairperson.
- If the parties serving the notice asks for a sole arbitrator, and the opposite party consents to this procedure, the two (2) parties shall jointly select an arbitrator. In case they are unable to reach agreement on this matter, either party may request the Ministry of Labour to appoint an arbitrator.
- All references in this Article to a Board of Arbitration shall equally apply to the sole arbitrator.
- 8.12 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as Chairperson of the Arbitration Board or as sole arbitrator.
- 8.13 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairperson shall govern.
- 8.14 Each party shall pay its own expenses including appointees and witnesses and the cost of the Chairperson shall be borne equally by the parties.

- 8.15 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

### **DISCHARGE GRIEVANCE**

- 8.16 (a) Notwithstanding any other provisions in this article, should the Home discharge a Nurse, notification by the Home to such Employee(s) shall be made in the presence of a member of the Grievance Committee or a member of the bargaining unit if a member of the Grievance Committee is not immediately available, unless waived by the Nurse. The Nurse(s) and the Union shall be provided with written reasons for the discharge. Should the Nurse(s) or the Union wish to file a grievance against the discharge, it shall be reduced to writing and filed within seven (7) calendar days after Step 2 of the grievance procedure.
- (b) 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. The Home agrees to provide written reasons within seven (7) calendar days to the affected Employee in the case of discharge or suspension.

- 8.17 The release of a probationary Nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary Nurse is released for:

- (a) Reasons which are arbitrary, discriminatory or in bad faith;
- (b) Exercising a right under this Agreement.

The Employer will provide written reasons for the release to the probationary Nurse and to the Ontario Nurses' Association.

- 8.18 All agreements between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Nurse(s).

- 8.19 (a) At the time formal discipline is imposed or at any stage of the Grievance procedure, including the complaint stage, a Nurse is entitled to be represented by her or his union representative.
- (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.

- 8.20 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 – SENIORITY**

- 9.01 (a) Seniority and service for Full-time Nurses shall be defined as the length of continuous service with the home since the date of last hire, subject to Articles 9.04, 9.05, 9.09, 9.10 and any other related provision of the Collective Agreement.
- (b) Part-time Nurses shall accumulate seniority and service on the basis of fifteen hundred (1500) hours paid with the home since the date of last hire, equals one (1) year of seniority and service subject to Articles 9.04, 9.05, 9.09, 9.10 and any other related provision of the collective agreement.

The Union and the Employer agree to abide by the Ontario *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 Nurses;
  - ii) four hundred fifty (450) hours worked or six (6) calendar months, whichever occurs first for Regular Part-time Nurses; and
  - iii) three hundred sixty (360) hours worked or eight (8) calendar months, whichever comes first, for Casual Part-time Nurses.
  - iv) with the written consent of the Home, the probationary Nurse 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, four hundred and fifty (450) hours worked and, where requested, the Home will advise the Nurse and the Union of the basis of such extension with recommendations for the Nurse's professional development.

- (v) The parties recognize that ongoing feedback about the Nurse's progress is important to the probationary Nurse.

9.02 The Home agrees to keep a seniority list for all bargaining unit Nurses and to post same in a conspicuous place. The Home shall supply the Union with a seniority list annually. The seniority list shall be updated annually and posted and forwarded to the Union no later than the 31<sup>st</sup> day of January in each year. Information pertaining to interim seniority changes will be made available to the chief Nurse representative at the administrator's office.

9.03 Seniority shall be retained and accumulated when a Nurse 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) when on pregnancy/parental leave, family medical leave or emergency leave.
- (e) when in receipt of illness allowance.

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

9.04 Seniority shall be retained but not accumulated when a Nurse is absent from work under the following circumstances:

- (a) When absent on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) When on layoff for a period of thirty (30) months.

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

9.05 A Nurse shall lose all seniority and her/his employment shall deemed to be terminated if she/he:

- (a) Resigns or retires;

- (b) Is discharged and such discharge is not reversed through the grievance or arbitration procedure;
- (c) Is laid off for a continuous period of more than thirty (30) months;
- (d) Fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the Employer have been made for an extension of such leaves;
- (e) Utilizes a leave of absences for purposes other than those for which a leave of absence was granted;
- (f) Fails to return to work within fourteen (14) calendar days after being recalled from extended layoff by notice sent by registered mail to the last known address of the Nurse, or fails to advise of her/his intention to return to work within seven (7) days following such notice;
- (g) Fails to report to work for three (3) consecutive scheduled shifts without having notified the Employer unless a reason satisfactory to the Employer is given.
- (h) Is absent due to illness for a continuous period of more than thirty-six (36) months and there is no reasonable likelihood the Employee will return to work within the foreseeable future;

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

9.06

- (a) Where a vacancy which is not covered by Article 9.07 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) consecutive calendar days. Employees may make written application to their immediate supervisor for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article 9.07(f). The name of the successful applicant shall be posted by the Employer. If requested, a copy of the job posting shall be given to the Bargaining Unit, 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 five (5) consecutive calendar days.
- (c) Where an Employee will be absent on vacation, she may indicate in writing to her immediate supervisor her interest in any posting that may occur during her absence. This written indication will be treated as an application for the posting.
- (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.
- (f) In cases of job postings under Article 9.06 (a) and (b) above, the following factors shall be considered:
  - i) Skill and ability;
  - ii) Seniority.

Where the factors in (i) are relatively equal, seniority shall govern. Seniority will be determined as of the date the job was posted.

- 9.07 (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 outside the Nursing 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 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 former position upon return of the Employee whose position she is filling.

9.08 A Part-time Nurse 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, a Nurse whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

9.09 Positions Outside the Bargaining Unit

- (a) A Nurse may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit Nurses shall be given the first opportunity to fill the resulting vacancy. The Nurse shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. A Nurse who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. The 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) A Nurse who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

9.10 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.

### **LAYOFF AND RECALL**

9.11 (a) A layoff of Employees shall be made on the basis of seniority as per the full-time and part-time seniority list. It is understood and agreed that through the bumping procedure the first to be laid off are probationary Employees followed by those who are casual or relief 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 lack of qualifications for a less senior Employee's shift can be remedied by a three (3) day orientation to that shift.

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 (7) calendar days of receipt of same and shall be available for work within fourteen (14) days unless otherwise agreed.

An Employee will not be denied recall to a shift if her lack of qualification for the recall opportunity can be remedied by a three (3) day orientation to that shift.

The Home 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.

(b) **Layoff and Recall - Long Term**

In the event of a proposed layoff of a permanent or long-term nature, the Home will:

- i) Provide the Union with at least forty-five (45) days' notice, or the notice given to the most senior Employee laid off, whichever is greater;
- ii) Meet with the local Union through the Union Management Committee to review the following:
  - (a) the reasons causing layoffs;

- (b) the service which the Home will undertake after the layoff;
  - (c) the method of implementation, including areas of cutback and the Nurses to be laid off.
- 9.12 No new Nurse will be hired where there is a Nurse(s) on layoff.
- 9.13 It is understood that permanent or long-term nature means a layoff which will be longer than thirteen (13) weeks.
- 9.14 Notice of layoff shall be in accordance with the *Employment Standards Act*.
- 9.15 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.

#### **ARTICLE 10 - EMPLOYEE FILES**

- 10.01 A copy of any completed evaluation which is to be placed in a Nurse's file shall be first reviewed with the Nurse. The Nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the Nurse.
- 10.02 The Employer agrees that all discipline issued prior to April 24, 1997 shall not be part of the Nurse's record.
- 10.03 Any letter of reprimand, suspension or other sanction will be removed from the record of a Nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Nurse's record has been discipline free for twelve (12) months.
- 10.04 Each Nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of the Administrator or the Director of Care. A copy of the evaluation will be provided to the Nurse at her request.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 Leaves of absence, without pay, for legitimate personal reasons, may be granted by the Home upon written request. Request for leaves of absence shall not be unreasonably withheld.
- 11.02 (a) Union Leave

The Employer may grant leaves of absences without pay to Nurses selected by the Union to attend Union business, including conferences and conventions having regard to its operational needs. The maximum leave

available under this provision is thirty (30) days in a calendar year for the entire bargaining unit. No more than one (1) Nurse from the bargaining unit may be off under this provision at any one time. During such leaves of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for the full cost of such salary. For Part-time Nurses, the Union agrees to reimburse the Employer for the full cost of salary and payment in lieu of benefits.

(b) Board of Directors

A Nurse who is elected to the Board of Directors of the Ontario Nurses' Union, other than to the office of President, shall be granted leave of absence without pay provided the Employer is provided with fourteen (14) days' notice. Nurses shall continue to accrue seniority and service during such leave of absence. The maximum leave available under this provision is ten (10) days in a calendar year for the entire bargaining unit. During such leaves of absence, the Nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer for the full cost of such salary. For Part-time Nurses, the Union agrees to reimburse the Employer for the full cost of salary and payment in lieu of benefits.

(c) President, ONA

Upon application, in writing, by the Union on behalf of the Nurse to the Employer, a leave of absence without pay, shall be granted to such Nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3), two (2) year terms. The Nurse shall continue to accrue seniority and service during her absence. The Nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

- (d) The Employer agrees to keep the salary and benefits whole for all Employees on Union Leave under clauses (a) and (b) 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.

Clarity note: Article 11.02 (d) is superior to Articles 11.02 (a) and 11.02 (b).

- (e) For an Employee with at least two (2) years full-time or equivalent service (e.g. three thousand (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 such salary and Employer contributions to benefits unless the Union decides to take sole responsibility for these Employee obligations.

## 11.03

Bereavement Leave

- (a) Upon the death of a Nurse's parent, brother, sister, spouse, son, daughter, Step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild, a Nurse shall be granted up to a maximum of five (5) consecutive calendar days off, a maximum of three (3) of which shall be without loss of pay. One (1) of these days of leave shall include the day of the funeral or equivalent service. "Spouse" for the purpose of bereavement leave will include a partner of the same sex. Where a Nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant an unpaid bereavement leave. Part-time employees will be credited with seniority and service for all such leave.

In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the Ontario *Human Rights Code*, an Employee may save one (1) of the days identified above without loss of pay to attend the interment or ceremony.

- (b) An Employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the Employee cannot attend by reason of religion or other protected grounds under the Ontario *Human Rights Code*, the Employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (c) Where travel is required, additional unpaid leave may be granted by the Employer.
- (d) Where it is necessary, with as much notice as possible, the Employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

Pregnancy Leave and Parenting Leave(a) Pregnancy Leave

- i) Pregnancy/parenting leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- ii) If possible, the Employee shall give written notification at least one (1) month in advance of the date of the commencement of such leave and the expected date of return.
- iii) The Employee shall reconfirm her/his intention to return to work on the date originally approved in sub-section (ii) above by written notification received by the Home at least four (4) weeks in advance thereof. The Employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- iv) Employees newly hired to replace Employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the Employee shall be credited with seniority from date of hire subject to successfully completing her probation period. The Employee shall be credited with tours worked (hours worked for Employees whose regular hours of work are other than the standard work day) towards a probationary period to a maximum of thirty (30) tours, two hundred and twenty-five (225) hours for Employees whose regular hours of work are other than the standard work day).

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

- v) The Home may request an Employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant women or the performance or non-performance of her work is materially affected by the pregnancy.
- vi) An Employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, as amended, 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 (*which for Part-time Employees shall include percentage-in-lieu*) and the sum of her weekly Employment

Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

(b) Parental Leave

i) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.

ii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

iii) The Employee shall give the Home two (2) weeks written notice of the date the leave is to begin. Parental leave ends either thirty-five (35) or thirty-seven (37) weeks, as in (ii) above, after it began or on an earlier date if the Employee gives the Home at least four (4) weeks' notice of the day.

iv) For the purposes of the parental leave, the provisions under Article A (i), (iii) and (iv) shall also apply.

v) An Employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to Section 23 of the *Employment Insurance Act*, as amended, 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 (*which for Part-time Employees shall include percentage-in-lieu*) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the Employee is in receipt of such benefits for a maximum period of ten (10) weeks. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an Employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit (currently twenty-eight (28) weeks).

- (c) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the Employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

#### 11.05

##### Jury and Witness Duty

A Nurse required to serve on jury duty, or as a witness in a case in which the Crown is a party, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall not lose regular pay because of such attendance, provided that the Nurse:

- (a) shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer an amount equal to the jury duty attendance fees received by the Nurse in any above cases but not any expenses paid by the Nurse and received from the authorities for necessary travel, accommodations and meals;
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that a Nurse is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) will not be required to work on the night shift prior to such duty. Where the Nurse's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) Where the Home requires a Nurse to attend any meetings in preparation for a case or legal proceeding or as a result of a compliance inspection

which either arises from a Nurse's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the 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 in accordance with Articles 15 and 16.

#### 11.06 Professional and Education Leaves

- (a) Leave of absence with or without pay may be granted to Employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the Employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) 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.
- (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.

11.07 Nurses seeking to be appointed by the Province as classifiers, MOHLTC Inspectors, or other secondments shall have their applications co-signed by the Employer. Subject to operational requirements, Employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health and Long-Term Care or the LHIN, the Employer will maintain the Employee's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under the Collective Agreement. If such leave/secondment is not fully funded by the Ministry of Health and Long-Term Care or the LHIN, it shall be without pay and subject to the effect of absence language.

11.08 Family Medical Leave

- (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) An Employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized Employee benefits, including pension, in which the Employee is participating during the leave.
- (c) Subject to any changes in an Employee's status which would have occurred had he or she not been on Family Medical Leave, the Employee shall be reinstated to his or her former position.

11.09 Military Leave

An Employee will be granted unpaid leave without loss of seniority, service and vacation entitlement in order to meet any obligations pertaining to the Canadian Military Reserve. The Employee will give as much notice as reasonably possible.

11.10 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the Employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The Employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for Employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the

benefit plans in accordance with the *Employment Standards Act* for Employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an Employee is on WSIB shall continue only so long as the employment relationship continues or thirty (30) months, whichever occurs first unless prohibited by legislation.

For purposes of this provision, it is understood and agreed that any absence under Article 14.01, Employment Insurance and 19.02 (e) shall be considered a leave with pay.

- (g) It is understood that an Employee who chooses to continue benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.10 (e), when an Employee is on an educational leave under Article 11.06 above, she will continue to accumulate seniority for up to one (1) academic year. The Employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average hours over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the Employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

#### 11.11 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 Nurses 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 implementation of the integration, the Employer shall notify affected Nurses and the Union of the projected staffing needs and their location.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 The Employer agrees to recognize the following paid holidays for Full-time Nurses at the regular rate of pay:

New Year's Day	Civic Holiday
Labour Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Nurse's Birthday	Family Day

12.02 (a) A Full-time Nurse does not qualify for a paid holiday if the Nurse:

- (1) has not completed her probationary period;
- (2) is absent for all of the normal shift immediately preceding or following the holiday unless excused from doing so by the Employer or where the absence is a result of the Employee's scheduled vacation;
- (3) having agreed to work on a paid holiday and does not report for work.

(b) All Part-time Nurses will receive statutory holidays as per the *Employment Standards Act* except as amended by Article 12.03 (b).

12.03 (a) If a Full-time Nurse is scheduled to work on a recognized holiday, she/he shall receive one (1) regular day's pay plus one-and-one-half (1.5) times her/his regular rate for all hours worked on such a holiday or she/he may elect to receive a day off in lieu thereof to be scheduled by mutual agreement between the parties within thirty (30) days, plus one-and-one-half (1.5) times the regular rate for all hours worked on such a holiday.

(b) If a Part-time Nurse is scheduled to work on a holiday set out in the *Employment Standards Act* or on the Civic Holiday or Remembrance Day, she/he shall be paid one-and-one-half (1.5) times her/his regular rate for all hours worked on such a holiday. The parties confirm that the intention of this clause is to provide a Part-time Nurse with one-and-one-half (1.5) times her/his regular rate for working on the above-referenced ten (10) holidays (*Employment Standards Act*, Civic Holiday and Remembrance Day). It is agreed and understood that in the event the eight (8) holidays presently recognized under the *Employment Standards Act* are increased, that the Employer can choose to delete either Remembrance Day or the Civic Holiday under this provision.

12.04 A Nurse who is absent on any of the above-named holidays after being scheduled to work forfeits all pay for the day unless excused from working by the Employer.

- 12.05 In the event that any paid holiday falls on a Full-time Nurse's day off or during a vacation period she/he shall receive an additional day off with pay or a day's pay in lieu thereof. The additional day off shall be taken at a time mutually satisfactory to the Employer and the Nurse concerned within a period of eight (8) weeks after the holiday, otherwise the Full-time Employee shall be paid one (1) regular days' pay at her current rate of pay.
- 12.06 Nurses may be assigned to work either on Christmas Day or New Year's Day but not on both of these holidays, unless the Employee wishes to do so. All Nurses shall be scheduled to work either Christmas Day or New Year's Day alternately on a yearly basis. Nurses can arrange to switch shifts among themselves but must fill out a shift change notice form which will be signed by both staff members involved and submitted to the Administrator for approval.
- 12.07 Scheduling provisions may be suspended to accommodate such arrangements. No Nurse shall receive sick pay and holiday pay for the same day.

### **ARTICLE 13 – VACATION**

- 13.01 All Employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis 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 her/his anniversary date shall be entitled to a vacation on the basis of one and a quarter (1.25) days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
  - (b) Employees who have completed one (1) or more years of full-time continuous service as of her/his anniversary date shall be entitled to an annual vacation of three (3) weeks at their current rate.
  - (c) Employees who have completed three (3) or more years of full-time continuous service as of her/his anniversary date shall be entitled to an annual vacation of four (4) weeks at their current rate.
  - (d) Employees who have completed fifteen (15) or more years of full-time continuous service as of her/his anniversary date shall be entitled to an annual vacation of five (5) weeks at their current rate.
  - (e) Employees who have completed twenty-three (23) years or more of full-time continuous service as of her/his anniversary date shall be entitled to an annual vacation of six (6) weeks at their current rate.
  - (f) Employees who have completed twenty-five (25) years or more of full-time continuous service as of her/his anniversary date shall be entitled to an annual vacation of seven (7) weeks' at their current pay.

If an Employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than fifteen hundred (1500) hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 13.02 below.

13.02 All Part-time Nurses shall be entitled to vacation time with pay based upon the applicable percentage in the following schedule:

<u>Time Worked</u>	<u>Time Off</u>	<u>Vacation Pay</u>
Up to but less than 4500 hours	Three (3) weeks	Six percent (6%)
4500 but less than 22,500 hours	Four (4) weeks	Eight percent (8%)
22,500 hours but less than 34,500 hours	Five (5) weeks	Ten percent (10%)
34,500 hours but less than 42,000 hours	Six (6) weeks	Twelve percent (12%)
42,000 or more hours	Seven (7) weeks	Fourteen percent (14%)

- 13.03
- (a) For the purpose of vacation entitlement service for Employees who transfer 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 Home.
  - (b) Part-time Employees shall receive vacation entitlement on the basis of fifteen hundred (1500) hours paid equals one (1) year of service.
  - (c) The amount of vacation pay will be separately identified on the pay stub.

13.04 When a Nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form part of such Nurse's termination.

13.05 Scheduling

- (a) Between January 1 and April 1 of each year, each Nurse shall have the right to indicate on a vacation schedule sheet the time during which she/he prefers to take vacation.
- (b) The completed vacation schedule shall be determined by the Employer between April 1 and April 15. In the event of conflict, seniority shall govern with respect to scheduling vacation.
- (c) The Employer shall post the final schedule on or about April 15. This schedule shall not be changed except with the consent of the Employer and the Nurses affected.

- (d) After April 1, vacations will be scheduled wherever possible for those Nurses who have not indicated a preference.
- (e) Vacation pay shall be paid on the first regular pay day prior to the Nurse's vacation. Should a Part-time Nurse not take a specific vacation pay during the year from April 1 to March 31, the Employer shall pay to him/her the appropriate vacation pay no later than the following November 1.
- (f) During the period between December 10 and January 10 of any year, only one (1) Nurse may be entitled to take vacation. Such vacation shall be awarded to the most senior applicant who has not previously had the opportunity to take vacation time between those dates.

Scheduling provisions may be suspended between December 10 and January 10 to accommodate such arrangements.

- (g) Employees may request pursuant to Article 13.04 to have the weekend off prior to or following their vacation. The Employer will endeavour to schedule such request subject to the following:
  - i) Where the weekend off is granted and the Employee was otherwise scheduled to work on those days, such extra days will be deemed to be vacation days;
  - ii) The Employee must have such vacation entitlement available; and,
  - iii) The weekend off being requested must be contiguous with (i.e. consecutive with) the Employee's original vacation.

13.06 Vacation pay is calculated at the applicable percentage over the Nurses' gross earnings excluding vacation pay.

13.07 Vacations - Interruption

- (a) Where an Employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the Employee provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing Nurse 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 Nurse 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 bereavement and/or jury/witness duty, the Employee shall be entitled to bereavement leave and/or jury/witness duty in accordance with Articles 11.03 and 11.05.
- (e) The portion of the Employee's vacation which is deemed to be bereavement leave and jury/witness duty under the above provisions will not be counted against the Employee's vacation credits.

#### **ARTICLE 14 - SICK LEAVE**

- 14.01 (a) Full-time Nurses who have completed probation shall be entitled to one (1) sick day for every twenty (20) shifts worked. Payments for a sick day shall commence with the first day of sickness and a doctor's note shall be required for any sickness which is three (3) days or more. Also, from January to December of every year, a doctor's note shall be required for every third and subsequent illness regardless of length.
- (b) Sick days shall accumulate to a maximum of thirty (30) days.
- (c) A Nurse off work due to illness and entitled to sick pay shall receive pay for sick days equivalent to the normal number of days she/he would have worked during the period of absence due to illness.
- (d) A Nurse off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time off work.
- 14.02 A Nurse absent from work because of an injury that is compensable under the *Worker's Safety and Insurance Act* shall not lose any accumulated sick days unless she/he uses them.
- 14.03 No sick leave shall be paid if a third party is paying income allowance (i.e. insurance pay for injuries sustained in an automobile accident). However, an Employee may use accumulated sick days if the insurance payments are held up due to a dispute; when such a dispute is resolved in favour of the Employee, she/he shall repay the Employer and shall be credited again for the sick days used.
- 14.04 When a Nurse who has been on long-term sick leave proposes to return to work, such Nurse shall provide the Employer with at least two (2) weeks' notice of her/his return.

#### **ARTICLE 15 - HOURS OF WORK**

- 15.01 The normal tour shall be composed of seven and one-half (7.5) consecutive hours exclusive of a meal period.
- 15.02 There will be at least one-half (0.5) hour unpaid meal period scheduled during each

Nurse's shift.

15.03 There shall be a paid fifteen (15) minute rest period during each half (0.5) shift.

15.04 Scheduling

- (a) The Employer will post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule.
- (b) Schedules shall not be changed unilaterally by the Employer once posted, unless expressly agreed by the Employee.
- (c) It is expressly understood and agreed that the provisions of Article 15 are not a guarantee that work will be provided and the provisions of this Article shall not be construed as a guarantee of work.
- (d) There will be an interval of not less than fifteen and one-half (15.5) hours off between tours worked. Full-time Employees will not be scheduled to rotate over more than two (2) different shifts during a week.
- (e) The Employer, to the best extent possible, shall arrange shift schedules such that an Employee is not scheduled to work for more than seven (7) consecutive days.
- (f) Employees shall be scheduled to receive every second weekend off, except where:
  - i) such a weekend has been worked by the Nurse to satisfy specific days off requested by the Nurse; or
  - ii) such Nurse has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another Nurse.
- (g) Where there is a violation of the scheduling provisions in (d) and (e), the Employer will pay the Employee premium pay as defined in Article 16 for each violation.

15.05 Requests for specific days off shall be submitted in writing to the Director of Resident Care two (2) weeks prior to the posting of the schedule. Approval for such requests will be at the discretion of the Director of Resident Care.

15.06 (a) After the timesheet has been posted, extra shifts that become available shall be offered to Employees on the basis of seniority, with the most senior Employee being offered the extra shifts first, up to seventy-five (75) hours bi-weekly.

(b) Where premium (overtime) shifts become available such shifts shall be

offered to Employees on the basis of seniority.

- 15.07 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.
- 15.08 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.

## **ARTICLE 16 - PREMIUM PAYMENT**

### 16.01 Overtime

When the Home requires a Nurse to work overtime, the Nurse will be paid at the rate of time and one-half (1.5) her regular straight time hourly rate under the following conditions:

- (a) overtime must be authorized by her/his supervisor;
- (b) Nurses shall receive overtime pay for all work performed in excess of seven and one-half (7.5) paid working hours per day;
- (c) Nurses shall receive overtime pay for all work performed in excess of seventy-five (75) paid working hours per pay period.
- (d) An Employee shall be paid double the regular straight time rate for all work performed in excess of seven and one-half (7.5) hours on any tour for which the Employee receives time and one-half (1.5) their regular straight time rate.

### 16.02 Premium Payment

Effective July 1, 2013 a Nurse shall be paid a shift premium of \$0.85 from each hour worked between 1500 hours and 0700 hours.

- 16.03 Effective July 1, 2013 an Employee shall be paid a weekend premium of \$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.

- 16.04 Where an Employee has worked and accumulated approved hours for which she

or he is entitled to be paid premium pay (other than hours relating to working on paid holidays) such Employee shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1.5) then time off shall be at time and one-half (1.5). Where an Employee chooses equivalent time off such time off must be taken at a mutually agreeable time within forty-five (45) calendar days of the date she was entitled to the premium pay. If a mutually agreeable time cannot be arranged, the premium pay will be paid.

- 16.05 Where call-in is requested within one-half (0.5) 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 is called in.
- 16.06 A weekend off shall be defined as at least fifty-six (56) consecutive hours off duty commencing at the conclusion of the Employee's scheduled shift on the Friday immediately preceding. Where the Employee is not scheduled to work on Friday, the fifty-six (56) hours will begin at the conclusion of the day shift.
- 16.07 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.
- 16.08 If an Employee works two (2) 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 \$5.00.
- 16.09 Overtime premium will not be duplicated for the same hours worked under Article 15 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 (0.5). It is expressly agreed that where the Employee qualifies for two (2) or more of the following payments: time and one half (0.5), shift premium, weekend premium [subject to the limitation in 16.04] and responsibility allowance, this is not considered pyramiding and each of the applicable payments is payable.
- 16.10 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.

## **ARTICLE 17 – INFLUENZA VACCINE**

- 17.01 Upon recommendation of the Medical Officer of Health, all Employees shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other

sources, the Employer will pay the cost for such medication.

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

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

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

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

## **ARTICLE 18 - MISCELLANEOUS**

- 18.01 The Employer shall permit the Union to use the existing bulletin Board in the medication room for posting notices. All such notices shall be submitted by the Union to the Employer prior to being posted.
- 18.02 A copy of this Agreement in a mutually agreed form will be issued to each Nurse now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer.
- 18.03 Each Nurse shall keep the Employer informed of changes to relevant employment information.
- 18.04 Where a medical examination is required to comply with the statute, a Nurse may choose her personal physician.
- 18.05 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.
- 18.06 The Employer will provide upon request to each Employee upon termination of employment a letter detailing her or his employment dates, length of service and experience.

- 18.07 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.
- 18.08 The Employer shall upon entry into the Service Agreement or the Long Term Care Service Accountability Agreement (L-SAA) with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of this bargaining unit provide copies of such agreements to the Union.
- 18.09 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.
- If the Employer makes an overpayment of a day's pay or less for an Employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the Employee and the Employer

## **ARTICLE 19 - BENEFITS**

Changes to the benefit plans take effect when the benefits plan can be amended, but no later than April 23, 2017 (i.e. sixty (60) days from the February 22, 2017 Slotnick award).

- 19.01 Any dispute as to entitlement to benefits under the plan provided is between the Nurse and the insurer. The Employer agrees to use its best efforts on behalf of the Nurse where there is a dispute.
- 19.02 The Home agrees to contribute the indicated percentage of the premium cost of the following group plans for the Full-time Nurses who have completed their probationary period:
- (a) Life Insurance
- The Employer agrees to pay one hundred percent (100%) of the billed premiums for a minimum two times (2x) annual salary.
- (b) Accidental Death and Dismemberment Insurance
- The Employer agrees to pay one hundred percent (100%) of the billed premiums for such coverage for a minimum two times (2x) annual salary.

(c) Extended Health Care and Drug Plan

The Employer agrees to contribute one hundred percent (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 reimbursement on the dispensing fee and a \$1.00 deductible per prescription. Positive Enrolment provision to be included. The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the Employee's doctor.

In addition to the standard benefits, coverage will include hearing aids in the amount of minimum \$300/5 years and vision care in the amount of minimum \$300/24 months with the right of the beneficiary to access the benefit one time only for corrective eye laser surgery. The Employer shall also provide payment for eye exams up to \$75 every twenty-four (24) months.

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:

- Osteopath
- Chiropractor
- Podiatrist or Chiropodist
- Naturopath or Homeopath
- Audiologist
- Physiotherapist
- Psychologist
- Speech Therapist
- Acupuncturist
- Massage Therapist
- Ophthalmologist or Optometrist

The insurance plan will pay one hundred percent (100%) of total cost per visit for paramedical services up to a maximum of \$750/insured person/year.

Maintain out-of-country benefit.

It is also understood that coverage will include dependent children up to and including age twenty-one (21).

(d) Dental Plan

The Employer agrees to provide a dental plan equivalent to a Blue Cross No. 9 for Full-time Employees. The Employer agrees to pay fifty percent (50%) of the billed premiums for such coverage provided the remainder of the premium is paid by the Employee. Coverage will be based on an ODA

fee schedule with a one (1) year lag. There are no deductibles.

(e) Weekly Indemnity Plan

The Employer agrees to pay one hundred percent (100%) percent of the billed premiums of such coverage. Coverage will commence from week seventeen (17) to thirty-eight (38) of disability. Coverage will be seventy-five percent (75%) of weekly earnings with a maximum benefit equal to the EI maximum benefit amount.

- 19.03 (a) Notwithstanding Article 19, Full-time Employees who continue to be employed past age sixty-five (65) shall be eligible for the following benefits under the same cost sharing basis as active Employees:

19.02 (b) EHC

19.02 (c) Reduce life insurance by fifty percent (50%) to the equivalent of one times (1x) salary and one-half (0.5) AD & D to one times (1x) salary

19.02 (d) Dental

- (b) Effective date of ratification, Full-time Employees who continue to be employed past age sixty-five (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 Appendix "A" for all items now included in the payment.

For clarity, once the Full-time Employee has elected to no longer receive benefits, the Employee will not be able to participate in the benefit plans at a subsequent date.

- (c) In any event, once an Employee reaches age seventy (70) and she continues to be employed, she shall automatically be placed on the percentage-in-lieu as per Appendix "A" for all items now included in the payment.

- 19.04 Nurses who are on lay-off may continue to participate in benefit plans at their request, provided they make arrangements for payment up until the time they are terminated.

- 19.05 It is agreed that each eligible Nurse shall advise the Employer in writing of the facts and circumstances relevant to his or her insurability and to the insurability of his or her family, where applicable, and as may be required by the insurer. Each Nurse shall further advise the Employer to any changes of his or her status or in his or her family status or where applicable thereafter. The Employer shall rely upon such information when arranging for such insurance coverage until such time as otherwise instructed by the Employee in writing.

- 19.06 Whenever a Nurse recovers from a third party, any amount claimed for loss of wages or sick leave, the Employee shall repay to the Employer forthwith the amount of all monies paid to the Nurse by the Employer, in respect to the period for which such amount is recovered from the third party, provided that the amount to be repaid shall not exceed the amount recovered from the third party.
- 19.07 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 is 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.
- 19.08 The Employer agrees, during the term of the Collective Agreement, to contribute on behalf of participating 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.

## **ARTICLE 20 – THE NURSING HOME AND RELATED INDUSTRIES PENSION PLAN**

Clarity note: Article 20 and all sub-provisions are effective January 1, 2019.

20.01 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 basis 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.

20.02 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.

20.03 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.

20.04 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 the 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.

20.05 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.

- 20.06 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.
- 20.07 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.
- 20.08 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 20.02 will be paid to the Employee on their regular pay.

## **ARTICLE 21 - ORIENTATION AND INSERVICE**

- 21.01 The Home recognizes the need for a Home Orientation Program of such duration as it may deem appropriate, taking into consideration the needs of the Home and the Nurses involved.

- 21.02 A newly employed Nurse shall not be placed in charge until she/he has been fully oriented to the Home and to the area where she/he will be working.
- 21.03 Both the Home and the Union recognize their joint responsibility and commitment to provide and participate in in-service education. The Union supports the principle of its member's responsibility for their own professional development and the Home will endeavour to provide programs related to the requirements of the Home. Available programs will be publicized and the Home will endeavour to provide Nurses with opportunities to attend such programs during their regularly scheduled working hours.
- 21.04 (a) When a Nurse 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 Nurse shall suffer no loss of regular pay.
- (b) When a Nurse is required by the Employer to prepare for in service or to attend meetings, in service and other work related functions same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay or at the Nurse's option, she shall receive equivalent time off.
- When a Nurse is required by the Employer to complete a e-learning programme outside her regularly scheduled working hours, she shall be paid for all time spent completing such learning at her regular straight time hourly rate of pay or at the Nurse's option, she shall receive equivalent time off.
- Part-time Nurses will be credited with seniority and service for all such hours paid as provided above while in attendance at in-services, meetings, and completing e-learning.
- (c) The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of Nurses working outside the day shift.
- 21.05 The Home agrees that when changes in its operating and technical methods or practices require additional knowledge or skill on the part of the Nurses, such Nurses will be given the opportunity to study and practice to acquire knowledge and skill necessary to carry out these responsibilities.
- 21.06 Matters relating to orientation and in-service programs shall be discussed by the Union Management Committee.
- 21.07 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 status of the Employee within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the Employees and to consider practical

ways and means of minimizing the adverse effect, if any, on the Employees 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 Articles 9.11 to 9.15 will apply.

- 21.08 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 examination.
- 21.09 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.
- 21.10 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.

## **ARTICLE 22 - COMPENSATION**

- 22.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached to and forming part of this Agreement.
- 22.02 Full-time Nurses are eligible to receive two (2) uniforms per year from the Employer. Part-time Nurses are eligible to receive one (1) uniform per year from the Employer.
- 22.03 A Nurse who is assigned the responsibility of relieving the Director of Nursing shall be compensated at the rate of \$10.00 per tour.
- 22.04 Retroactivity

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

Retroactivity will be paid within four (4) full pay periods (approximately eight (8) weeks) of the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque. 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 home, with a copy to the bargaining unit, within thirty (30) days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

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

- 22.05 (a) On hiring, Nurses shall receive recognition for relevant and recent past nursing experience on the basis that each one (1) year of such experience, the Nurse shall receive one (1) annual increment up to the maximum of the salary scale.

Part-time Nurses shall be recognized on the basis of fifteen hundred (1500) hours paid equals one (1) year.

- (b) An annual increments shall be paid on each Full-time Nurse's anniversary date of employment and after each fifteen hundred (1500) hours paid in the case of Part-time Nurses.

This provision will be applied to all current Employees retroactive to July 1, 2007.

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

- (c) 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 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 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 related experience, she shall not be entitled to recognition.

NOTE: For greater clarity, related experience includes related RPN experience out of province and out of country

- 22.06 When a Nurse assumes responsibility for her floor and another floor, in the absence of an RN or RPN from her floor or another floor, she shall be paid a premium of \$0.75 per hour in addition to her/his regular rate of pay and applicable premium payments.

22.07 Temporary Class Certificate of Registration Rate

An Employee holding a Temporary Class Certificate of Registration upon presenting proof of current General Class Certificate of Registration by the College of Nurses of Ontario shall be given the salary of the registered staff Nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

22.08 Responsibility Pay

The Employer shall, when no supervisor is on duty, designate one (1) Employee, when Employees are on duty, to be in charge on those evening, night or weekend shifts. Such Employee shall receive \$9.00 per shift in addition to her regular rate of pay.

22.09 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

22.10 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.

**ARTICLE 23 – PROFESSIONAL RESPONSIBILITY (APPLIES TO RNS ONLY)**

23.01 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 or they have cause to

believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:

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

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

- ii) Failing resolution at the 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 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 23.01 (a) i) – iii) shall be signed by the parties.

- 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 (1) chosen by the Ontario Nurses' Association; one (1) chosen by the Home; and one (1) 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 "B".

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.

- 23.02 (a) 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 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 practice. The parties agree that discipline of all bargaining unit and non-bargaining unit Employees of the Home is the responsibility of management.

### 23.03 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.

**ARTICLE 24 - DURATION**

24.01 This Agreement shall be in effect from July 1, 2016 to June 30, 2019 and shall remain in effect from year to year thereafter unless either party gives the party written notice of termination or desire to amend the Agreement.

24.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

Dated at Hamilton, Ontario this 17<sup>th</sup> day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Michael Janjic

Adele Churchill

Labour Relations Officer

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Daria Dubicka

Bargaining Unit President

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**APPENDIX "A"****RATES OF PAY**Registered Nurse

<b>Step</b>	July 1, 2016	July 1, 2017	July 1, 2018
Start	\$28.71	\$29.11	\$29.69
1 Year	\$29.94	\$30.36	\$30.97
2 Years	\$30.92	\$31.35	\$31.98
3 Years	\$32.57	\$33.03	\$33.69
4 Years	\$33.89	\$34.36	\$35.05
5 Years	\$35.51	\$36.01	\$36.73
6 Years	\$37.07	\$37.59	\$38.34
7 Years	\$40.22	\$40.78	\$41.60
8 Years	\$43.46	\$44.07	\$44.95

Wage increases for all classifications effective:

July 1, 2016: 1.4%

July 1, 2017: 1.4%

July 1, 2018: 2.0%

Percentage in Lieu:

The eight and one-half percent (8.5%) premium is given in lieu of benefits under Article 12 (except 12.03 (b)), Article 14 and Article 19.

**APPENDIX "B"****INDEPENDENT COMMITTEE ASSESSMENT CHAIRPERSONS**

Note: The parties agree to meet to discuss the following Independent Assessment Committee Chairpersons. The parties agree to revise and update the list to ensure that an adequate number of Chairpersons are available. If the parties are unable to reach agreement on the revised list, Arbitrator Kaplan will remain seized to resolve the dispute.

Names remain in dispute.

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
488 University Avenue, Suite 1600  
Toronto, ON M5G 2K8  
Telephone: (416) 599-1925, ext. 216  
Fax: (416) 599-1926  
E-mail: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

Ms. Eleanor Plain  
1684 Middle Road  
Kingston, ON K7L 5H6  
Telephone: (613) 549-3219  
Email: [eleanor.plain@sympatico.ca](mailto:eleanor.plain@sympatico.ca)

Ms. Jayne Harvey  
President and CEO of FCS International  
158 Casimir Street, Suite 100  
Port Perry, ON L9L 1B7  
Telephone: (905) 985-6811  
Fax: (905) 985-6804  
Email: [jhavey@fcsinternational.com](mailto:jhavey@fcsinternational.com)

LETTER OF UNDERSTANDING

Between:

CLARION NURSING HOMES LIMITED  
(hereinafter referred to as "the Employer" or the "Home")

And:

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

Re: Four On, Two Off Schedule

In an effort to maximize full-time employment opportunities, the local parties may agree to a "four on, two off" innovative schedule, subject to the following principles:

- (a) The introduction of such schedules and trial periods, if any, shall be determined by the local parties;
- (b) The implementation of such schedules shall be established only by mutual agreement of the Employer and the Union;
- (c) Notwithstanding the definition for Full-time Employee under Article 2.02, Employees who participate in this schedule will normally be scheduled for thirty-five (35) hours per week on average and will be considered a Full-time Employee for all purposes of the Collective Agreement'.
- (d)
  - i) Notwithstanding Article 16.01, for the purposes of bi-weekly overtime, the normal weekly full-time hours shall remain at seventy-five (75) hours per bi-weekly average over a six (6) week period. In each bi-weekly pay period the Employee will be paid for all hours worked. At the end of the six (6) week period, entitlement for bi-weekly overtime will be calculated and paid.
  - ii) Notwithstanding Article 16.01, for the purposes of daily overtime, the normal daily hours shall remain at seven and one-half (7.5) hours per day. In each bi-weekly pay period the Employee will be paid for all hours worked, including daily overtime, if any.
- e) For the purposes of vacation entitlement, the current collective agreement provisions shall apply using thirty-five (35) hours per week'
- f) Each facility/unit must have eighty percent (80%) agreement of the Full-time and Part-time Employees who work in the facility/unit.
- g) The Four on, Two off schedule, may be discontinued by either party upon receipt of twelve (12) 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 discontinuation.

The Four on, Two off schedule, may be discontinued by the Union in any facility/unit when sixty percent (60%) of the Employees in the facility/unit so indicate by secret ballot to the Union.

Dated at Hamilton, Ontario this 17<sup>th</sup> day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Michael Janjic  
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Adele Churchill  
\_\_\_\_\_  
Labour Relations Officer

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Daria Dubicka  
\_\_\_\_\_  
Bargaining Unit President

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LETTER OF UNDERSTANDING

Between:

CLARION NURSING HOMES LIMITED  
(hereinafter referred to as "the Employer" or the "Home")

And:

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

RE: Job Sharing / Time Sharing

- (a) Job sharing shall be interpreted to mean two (2) Nurses sharing one (1) full-time position (ten (10) shifts bi-weekly).
- (b) Time sharing shall be interpreted to mean two (2) Nurses sharing one (1) full line (fourteen (14) shifts bi-weekly).

Clarifying note: One (1) full-time and regular part-time 'shadow' does not constitute a time sharing arrangement.

- (c) The introduction of job/time sharing arrangements in the Home will be subject to mutual agreement between the Union and the Employer.

Job/time sharing requests shall be considered on an individual basis. Such approval will not be unreasonably withheld.

- (d) The Nurses involved in job share/time sharing are entitled to all the Regular Part-time provisions except those which are modified as follows:
  - (i) Schedules and scheduling language shall be established by the mutual agreement of the Union and the Home. This will include the division of hours between the job/time sharers.
  - (ii) Each job/time sharer may exchange shifts with her or his partner as well as other Nurses as provide by the Collective Agreement.

Nurses who are currently in a job/time sharing arrangement and are full-time will retain that status and be covered by the full-time provisions of the Collective Agreement. For clarity, this grandparents Nurses in time sharing arrangements, not positions. When individuals leave these positions, the vacant position will be posted under (f) and (g) below.

- (e) Absences and Leaves

In the event that one (1) member of the job/time sharing arrangement is off due to illness or injury or goes on any other leave of absence, the remaining partner will endeavour to cover all of the absent partner's shifts for the duration of the absence. If the Nurse is

unable to cover the absences, she or he must inform the Director or Resident Care or designate.

(f) Implementation

- (i) Where the job/time sharing arrangement arises out of the filling of a vacation full-time position, the full-time position will be posted first and in the event that there are no successful applicants, then both job/time sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (ii) An incumbent Full-time Nurse wishing to share her or his position may do so without having her or his half of the position posted. The other half of the job/time sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (iii) It is understood and agreed that the arrangement is for a trial period of six (6) months for the Full-time Nurse originating the request. Once the trial period is over, the Nurse cannot revert to her former position except under (v) below.
- (iv) Where two (2) Full-time Nurses wish to job/time share one (1) position, neither half will be posted providing this would create one (1) full-time position to be posted and filled according to the Collective Agreement.
- (v) If one (1) of the job/time sharers leaves the arrangement, her or his position will be posted. If there is no successful applicant to the position, the remaining Nurse will revert to her or his former status. If the remaining Nurse was previously full-time, the shared position will become her/his position. If the remaining Nurse was previously part-time and there is no part-time position available, she or he shall exercise her or his layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

(g) Discontinuation

Either party may discontinue the job/time sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

The shared position would then revert to a full-time position and be posted according to the Collective Agreement. Should the Employer or the Union discontinue job/time sharing, the Nurses currently working those arrangements will revert to their former status.

Where a Nurse does not have a former position to return to, the layoff and recall provisions of the Collective Agreement will apply. Where there remains a vacancy after Nurses revert to their former position, the vacancy will be posted in accordance with the Collective Agreement.

Signing page continued

Dated at Hamilton, Ontario this 17<sup>th</sup> day of December, 2018.

FOR THE EMPLOYER

FOR THE UNION

Michael Janjic  
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Adele Churchill  
\_\_\_\_\_ Labour Relations Officer

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Daria Dubicka  
\_\_\_\_\_ Bargaining Unit President

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