

**COLLECTIVE AGREEMENT**

BETWEEN:

**IVAN FRANKO HOME FOR THE AGED**  
(Hereinafter referred to as the "Employer")

AND:

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

**Expiry Date: September 29, 2018**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish a mutually satisfactory employment relationship, an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible care and health protection for residents.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered Nurses and Registered Nurses with a Temporary Certificate of Registration engaged in a nursing capacity at the Ukrainian Home for the Aged o/a Ivan Franko Home in the City of Toronto, save and except Director of Care and those above the rank of Director of Care.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A "full-time employee" is an employee who is regularly scheduled to work seventy-five (75) hours in a two (2) week period.
  - (b) A "regular part-time employee" is an employee who is regularly scheduled to work less than seventy-five (75) hours in a two (2) week period.
  - (c) A casual part-time employee means an employee who is 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 can not unreasonable or consistently refuse work shifts.

Commitment levels for full and regular part-time employees shall be reviewed within sixty (60) days following the ratification or award of this agreement and annually thereafter.

- 2.03 A registered nurse is a nurse who holds a General or Extended Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act and who provides proof, annually by February 15 or each year of current registration.

- 2.04 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her Certificate of Registration prior to the expiry of her Temporary Certificate. If the nurse fails to obtain her Certificate of Registration prior to the expiry of her Temporary Certificate of Registration, but in any case not longer than one year from her date of hire, she will be deemed to be not qualified for the position of registered nurse and she will be terminated from the employ of the Ivan Franko Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.05 A nurse is required to present to the Director of Care or designate on or before February 15th of each year, evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect.
- If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Employer will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.
- 2.06 The word "employee" when used throughout this Agreement shall mean persons included in the above-described bargaining unit. Any reference to a specific classification will be stated in the provision.
- 2.07
- (a) In order to protect the standard of care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation, in the event of an emergency situation, or situations when there are no bargaining unit employees who have made themselves available prior to the work being done. The above will not apply to special nurses employed by the residents.
  - (b) The Union recognizes staffing is an exclusive management function. The Employer agrees that when it is decided to not fill a position following an employee's resignation, termination or layoff, the Employer will advise the Union of the decision. The Union may request a meeting to make representations on this matter.
  - (c) The Employer will ensure that bargaining unit registered nurses will be regularly scheduled at least one-hundred and fifty-seven and one-half hours (157.5) per week, unless *The Long Term Care Act* permits the Home to schedule fewer hours.

- 2.08 The Employer agrees to employ sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation and undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.
- 2.09 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and visa-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.
- 2.10 For purposes of this agreement and the benefits contained herein, including insurance coverage, dependant coverage is available to the employee to cover her or his same sex partner and their dependants, in accordance with the terms and conditions of the plan.
- 2.11 This combined agreement contains provisions applicable to full-time and part- time nurses unless written otherwise.
- 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 schedules “A”.

### **ARTICLE 3 – MANAGEMENT FUNCTIONS**

- 3.01 The Union acknowledges that the management of the Ivan Franko Home and the direction of the work force are exclusively fixed in the Employer except as specifically limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer, without restricting the generality of the foregoing, to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, assign, retire, discharge, direct, schedule, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
  - (c) Plan, direct, and control the work and direction of employees, determine job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
  - (d) Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - (e) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the facility;

- (f) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.
- (g) To have the right to plan, direct and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, works schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.

3.02 It is agreed that the Employer shall exercise its rights in a reasonable manner and that the Employer shall not exercise these rights in a manner inconsistent with the provisions of this agreement.

#### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement or any applicable legislation.
- 4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or any other factor which is not pertinent to the employment relationship. ref: *Ontario Human Rights Code*
- 4.03 The Employer and the Union agree to abide by the Ontario Human Rights Code.
- 4.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code, Sec. 10 (1)*
- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
  - (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer **or** agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7 (2)*].

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

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

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

An employee who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer’s policy on harassment and process. Failing resolution, an employee may follow the process set out Grievance and Arbitration procedure in Article 8 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission

#### 4.05

##### Return to Work

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

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

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

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

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

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

#### **ARTICLE 6 – UNION COMMITTEES AND REPRESENTATIVES**

- 6.01 The Employer shall recognize the following representation:

- (a) A grievance committee of two (2) employees;
- (b) A negotiating committee of two (2) employees and a Labour Relations Officer of the Ontario Nurses' Association;
- (c) Two (2) Union Representatives. Upon mutual agreement of the parties, the number may be altered from time to time;
- (d) Union – Management Committee

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

- 6.02 The Union will provide the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.
- 6.03 The privileges of a Union Representative and/or committee member to leave her work without loss of basic pay to attend to Union business is granted on the following conditions:



- (a) Such business must be between the Union and the Employer. Employees having grievances cannot discuss these with their Union Representative during working hours, except in the case of a discharged employee who shall be allowed to meet with his Union Representative for a period of not more than ten (10) minutes.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The Union Representative concerned shall obtain the permission of the supervisor concerned before leaving his work.
- (d) She must not enter a department or area other than her own, without explaining to the supervisor of such department or area her purpose before proceeding into that area.
- (e) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (f) The Employer reserves the right to limit such time if it deems the time so taken to be excessive or contrary to the operational requirements of the home.
- (g) The Employer shall pay representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

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

6.04 The Union committees shall have the right to have the assistance of representatives or consultants from or acting on the behalf of the Ontario Nurses' Association.

6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period, for the purposes of advising such employees of their rights and obligations under the terms of this Agreement, and the Union may provide membership forms at this meeting.

6.06 Occupational Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Ivan Franko Home in order to prevent accidents, injury, or illness and agree to abide by the provisions of the Occupational Health and Safety Act.

- (b) The Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst the bargaining unit employees.
- (c) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty. To that end, the Home and the Union agree to cooperate in complying with the Ontario Human Rights Code.
- (d) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (e) 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 the Joint Health and Safety Committee written policies to address the management of violent behavior. Such policies include but not limited to:

- i) Designing safe procedures for employees
  - ii) Providing training appropriate to these policies.
  - iii) Reporting all incidents of workplace violence.
- (f) The Employer shall:
- i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
  - ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.
- iii) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

- (g) A worker shall,
- i) Work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
  - ii) Use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
  - iii) Report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
  - iv) Report to his or her employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

(h) Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.

(i) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

- (k) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
- Musculoskeletal Injury Prevention;
  - Needle Stick Injury Prevention;
  - Personal Protective Equipment;
  - Training designed to ensure competency under the Act for those persons with supervisory responsibilities;
  - Employees who regularly work alone or who are isolated in the workplace.

## 6.07

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 he/she 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 2.02.
- (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. The parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
  - i) Alert employees about a person with a known history of aggressive behaviours and their known triggers by means of:
    - a) electronic and/or other appropriate flagging systems
    - b) direct verbal communication / alerts (i.e. shift reports)
  - ii) Communicate and provide appropriate training and education; and,
  - iii) Reporting all incidents of workplace violence.
- (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 his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

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

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

6.08 Needlestick/Sharps Safety

The Employer, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The policy shall be evaluated annually by the Employer in consultation with the Joint Health and Safety Committee.

**ARTICLE 7 – UNION SECURITY**

- 7.01 The Employer shall deduct from the first pay of each month due to each employee covered by this agreement the sum equal to the monthly Union dues of each employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will remit monthly to the Vice President Local Finance of the Union by the 15th day of each following month, its cheque for the dues so deducted, along with a list of the names of the employees and the amount of such deduction for each employee. Each list shall show the social insurance number of each employee as well as the names of those employees who are on unpaid leave of absence and those who have terminated. The initial list shall contain the last known address of each employee.
- 7.02 At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.04 The Employer shall provide each employee with a statement of dues deduction for income tax purposes (T-4 Supplementary Slip).
- 7.05 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Employer in writing of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer in writing and such notification shall be the Employer's conclusive authority to make the deduction specified.

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

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with the employee's immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. They will mutually attempt to find a satisfactory settlement.

8.02 In all steps of this grievance procedure an aggrieved employee, if she so desires, may be accompanied by or represented by her Union representative. At Step 2 of the grievance procedure a staff representative of the Ontario Nurses' Association may be present at the request of either party.

8.03 Failing settlement of a complaint by an employee following the discussion with her immediate supervisor within ten (10) calendar days it may be taken up as a grievance within ten (10) calendar days following advice of her immediate supervisor in the following manner:

### Step Number One:

The employee may submit a written grievance stating the specific article or articles allegedly violated, signed by the employee to the Director of Care. The Director of Care will deliver her decision in writing within ten (10) calendar days following the day on which the grievance was presented to her.

### Step Number Two:

Within ten (10) days following the decision in Step No. 1, the grievance may be submitted in writing to the Administrator or designate. A meeting will then be held between the Administrator or designate and the Grievance Committee within ten (10) calendar days of the submission of the grievance at Step No. 2. It is understood that the Administrator or designate may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within ten (10) calendar days following the date of such meeting. If the grievance is not settled, it may be referred to arbitration as herein after provided.

8.04 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties related to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

A written grievance will indicate the nature of the grievance, the article or articles allegedly violated and the remedy sought by the grievor.

8.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time limit(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to be settled or abandoned.

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step Number Two and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 Discharge Grievance

(a) An employee shall only be discharged from the employment, for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

(b) Such grievance shall proceed directly to Step Number Two of the grievance procedure and must be presented in writing, dated and signed within ten (10) calendar days following the discharge.

8.09 (a) If an employee is to be reprimanded or disciplined, she will have a Union representative present if she so requests.

(b) If an employee is to be suspended or discharged, the Employer shall notify her of this right in advance.

(c) The employee representatives undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when an employee representative is unavailable, the employee representative will endeavour to provide an alternative representative.

8.10 Policy Grievance - Union Grievance

The Union may institute a grievance alleging a general misinterpretation or violation of this Agreement by the Employer by submitting a written grievance at Step Number Two within ten (10) days after the circumstances have occurred stating the article or articles alleged to be violated. This section shall not apply to disciplinary grievances or application of competitive clauses under this Agreement.

### 8.11 Policy Grievance - Employer Grievance

The Employer may institute a grievance alleging a general misinterpretation or violation by the Union or any employee by filing a written grievance stating the article or articles alleged to be violated with the Bargaining Unit President of the bargaining unit, with a copy to the Labour Relations Officer within ten (10) 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.

### 8.12 Arbitration

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board and shall be delivered to the other within thirty (30) calendar days for the reply under Step Number Two of the Grievance Procedure. The recipient of the notice shall, within thirty (30) days, inform the other party of the name of its appointee to the Arbitration Board.

The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- (b) Within thirty (30) days of the receipt of notice referred to in Article 8.12(a) above, either party may require a process for a sole arbitrator:
- i) a job posting
  - ii) a short term layoff
  - iii) responsibility pay, premiums, overtime and call-in pay
  - iv) entitlement to leave
  - v) scheduling issues
  - vi) any other grievance as mutually agreed



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

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

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 8.19 will apply to this Article, except where specifically modified by this Article.

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is not majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.20 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.

## **ARTICLE 9 – SENIORITY**

- 9.01 (a) Seniority for full-time employees shall be credited as of the date of last hire into the service of the Employer.
- (b) Seniority for part-time employees shall be based on the total number of full or part-time tours since the date of last hire. Seventeen hundred and twenty-five (1725) hours shall be the equivalent to one (1) year of full-time seniority.
- (c) Newly employed full-time employees will be considered probationary for the first seventy (70) shifts (not less than five hundred and twenty-five (525) hours worked).
- (d) Newly employed part-time and casual employees will be considered probationary for five hundred and twenty-five (525) hours worked.
- (e) Seniority shall then be credited as provided in Article 9.01 or 9.02 herein as applicable.
- 9.02 The Employer will keep up-to-date seniority lists both full-time and part-time, and will post the same in a conspicuous place, revise the same on January 31st and July 31<sup>st</sup> of each year and prior to any layoff. Copies of the current list will be provided to the Union.
- 9.03 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions.
- (a) When on approved leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) Generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time employees, accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury of illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- (d) In accordance with the Employment Standards Act when on pregnancy/parental leave (currently a maximum of twelve (12) months), family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

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

- (a) When on an approved leave of absence without pay, not provided for in 9.03(b) above;
- (b) When absent due to layoff for a period of twenty-four (24) calendar months.
- (c) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period up to twenty-four (24) months;
- (d) When on illness absence not paid by the Employer for a period up to twenty-four (24) months;

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

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

- (a) Resigns;
- (b) Is discharged and not reinstated;
- (c) Is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given;
- (d) Is laid off for more than thirty-six (36) calendar months;
- (e) Retires;
- (f) When in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of twenty-four (24) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
- (g) When on illness absence not paid by the Employer for a period in excess of twenty-four (24) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future; or
- (h) Fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify her intention to return within seven (7) calendar days after posting the notice of recall by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days thereafter or such further period of time as may be agreed by the parties.

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

- 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 seven (7) consecutive calendar days. Employees may make written application to the Director of Care for such vacancy within the period referred to herein. Applicants will be considered in accordance with Article 9.08. The name of the successful applicant shall be posted by the Employer. A copy of the job posting shall be given to the Local Union, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.
  - (b) Vacancies created by (a) above need only be posted for five (5) consecutive calendar days. Subsequent vacancies may be posted at the discretion of the Employer.
  - (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.
- 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 from outside the bargaining unit. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
  - (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) Provided the position still exists, the employee shall have the right to return to her former position upon return of the employee whose position she is filling.
  - (e) The Employer will outline the conditions and duration of such vacancies where possible.

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

- (a) Skill, ability, qualifications;
- (b) Seniority.

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

9.09 Successful and unsuccessful applicants will be notified by the Director of Care. At the request of the employee, the Director of Care will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

9.10 Layoff and Recall

- (a) A layoff of employees shall be made on the basis of seniority based on an integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual or relief shifts. No 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.
- (b) Recall to a regular part-time or full-time position within a classification shall be in order of seniority. An employee will respond to a registered notice of recall within seven calendar days and shall be available for work within an additional 7 days unless otherwise agreed.
- (c) Cancellation of single or partial shifts will be on the basis of seniority of the employees in the bargaining unit on that shift. It is understood that casual employees shall be cancelled first followed by regular part-time and then full-time employees.

9.11 Notice to Union of Long Term Layoff

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

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

- (a) Provide the Union with ninety (90) days notice of such layoff;
- (b) Meet with the Union to review the reasons causing the layoff.

9.12 Seventy (70) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.11.

9.13 No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Union, such consent not to be unreasonably withheld.

9.14 Positions outside the bargaining unit

- (a) An employee who substitutes temporarily in a position outside the bargaining unit shall be covered by the collective agreement for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee 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. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority.
- (b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.
- (c) An employee 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.

9.15 Change of status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of 1725 paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa.

In addition, an employee whose status is so altered will be given credit for hours accumulated since date of last advancement proportionate to a full year.

**ARTICLE 10 – EMPLOYEE FILES**

10.01 Having provided a written request to the Administrator, or designate, an employee shall be entitled to access her employee file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Administrator or designate, at a mutually agreeable time.

10.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.

- 10.03 Letters of discipline shall be removed from an employee's file eighteen (18) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the eighteen (18) months period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) months period noted above.
- 10.04 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file.

## **ARTICLE 11 – LEAVE OF ABSENCE**

### 11.01 Personal Leave of Absence

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

### 11.02 Union Leave

- (a) Leave of absence for Union business shall be given to employees provided that the Union provides the Employer with at least two (2) weeks notice in writing of such leave where possible. Such leaves will not be unreasonably denied.

The aggregate total number of days of leave, including Provincial Committee Leave, will not exceed sixty-five (65) working days in a calendar year.

- (b) Leave of Absence for Employees Who Serve as Local Coordinators for the Ontario Nurses' Associations

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

(c) Leave of Absence; Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay without loss of seniority or benefits up to a total of one hundred (100) days annually. The Employer will consider requests for additional days off beyond one-hundred (100) days, subject to the operational requirements of the Home. Such requests will not be unreasonably denied. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

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

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

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

11.03 Professional and Education Leaves

- (a) Leave of absence with pay 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) Professional and Education Leaves

Where an employee is required by the Employer to attend any training program, course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the training program, course or workshop.

- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
- (d) Professional leave without pay will be granted to full-time and 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.

## 11.04

Compassionate Leave

- (a) Upon the death of an employee's spouse, spouse to include common law or same sex partner, child or stepchild to include the child of a common law or same sex partner, an employee shall be granted leave up to a maximum of four (4) continuous calendar days without loss of pay for scheduled days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay for scheduled days in conjunction with the date of the funeral. It is understood that the employee must be regularly scheduled to work such days to receive pay. Immediate family shall be defined as parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.
- (c) If the funeral is not attended, the paid leave shall be limited to two (2) consecutive days ending no later than the day of the funeral.

- (d) An employee who notifies the employer immediately may be granted up to one (1) day's absence without loss of regular pay for her scheduled hours to attend the funeral of an aunt, uncle, niece, nephew.
- (e) Where it is necessary, because of distance, the employee may apply for personal leave of absence of up to seven (7) days without pay in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

## 11.05

Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Employees who are newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked towards the probationary period provided in Article 9.

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

Parental Leave

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

#### 11.06 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to serve as a witness in a court proceeding in which the crown is a party, or is required by subpoena to attend a Court of Law, other than proceedings before the Ontario Labour Relations Board or Arbitration appearances on behalf of the Ontario Nurses' Association, or coroner's inquest, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided:

- (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 employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals.
- (d) Will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- (e) Will not be required to work on the night shift prior to such duty. Where the employee'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.

#### 11.07 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.
- (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 (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.
- (c) Subject to any changes in a nurse's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former position.

## 11.08 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, benefits 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 the absence except as modified by (a).
- (c) Benefits will accrue from the date of the 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 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 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 11.03 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 benefits premiums subject to clause (a) above. Seniority for part-time will be based on average 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.

**ARTICLE 12 – PAID HOLIDAYS**

12.01 Employees shall receive the following Holidays with pay:

- |   |                              |
|---|------------------------------|
| New Year's Day                            | Employee's anniversary date. |
| Family Day                                | Labour Day                   |
| Good Friday                               | Thanksgiving Day             |
| Victoria Day                              | Christmas Day                |
| Canada Day                                | Boxing Day                   |
| Float Holiday (effective January 1, 2016) |                              |

The scheduling of the float holiday will be by mutual agreement of the employee and the Supervisor.

The employee's anniversary date, shall be considered a floating holiday to be taken within 30 days following the anniversary date or by mutual agreement.

12.02 An employee who is required to work on any of the above-mentioned holidays shall receive pay at the rate of time and one half for all hours worked on the holiday, in addition to the holiday pay above.

12.03 (a) Lieu days are to be taken within 90 days of the statutory holiday at a time mutually agreed between the Director of Care or her designate and the employee. Where a day is not mutually agreed to, the employer will pay out the lieu day to the employee.

(b) A request for the scheduling of lieu days must be submitted to the Director of Care at least seven (7) calendar days prior to the posting of the schedule.

12.04 When a full-time employee is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02, subject to the following:

In order to qualify for pay for a holiday, an employee shall complete her last full scheduled shift immediately preceding and following the holiday concerned unless excused by the Employer or the nurse was absent due to:

- (a) Legitimate illness or accident confirmed by a physician's certificate which commenced within seven (7) days of the date of the holiday;
- (b) Vacation granted by the Employer;
- (c) The employee's regular scheduled day off;
- (d) A paid leave of absence provided the employee is not otherwise compensated for the holiday.

12.06 For the purposes of this Article an employee will be considered to have worked on a paid holiday if the majority of hours worked on a tour fall within the paid holiday.

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

12.08 Unless an employee requests otherwise, when she is scheduled to work a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall also schedule her to work the paid holiday.

12.09 Subject to the staffing requirement of the Home unless an employee requests otherwise, when she is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Employer shall schedule the employee off the paid holiday.

### **ARTICLE 13 – VACATIONS**

13.01 Vacations with pay as scheduled by the Employer shall be granted to employees based on seniority and service as of December 31<sup>st</sup> each year.

- (a) Employees who have completed less than one (1) year of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay.
- (b) Employees who have completed one (1) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of three (3) weeks with three (3) weeks' pay.
- (c) Employees who have completed three (3) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay.
- (d) Employees who have completed thirteen (13) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay.

- (e) Employees who have completed twenty two (22) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay.
- (f) Effective January 1, 2016, employees who have completed twenty five (25) or more years of full-time continuous service (as of the date for determining vacation entitlement) shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay.
- (g) If an employee works or receives paid leave for less than 1525 hours in the vacation year, she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:
  - 2 week entitlement – 4%
  - 3 week entitlement - 6%
  - 4 week entitlement - 8%
  - 5 week entitlement - 10%
  - 6 week entitlement - 12%
  - 7 week entitlement - 14%

## 13.02

- (a) All regular part-time employees shall be entitled to vacation based upon the vacation entitlement of full-time employees. Vacation pay will be based on a percentage of her gross salary in the preceding year on the following basis:
  - 2 week entitlement – 4%
  - 3 week entitlement - 6%
  - 4 week entitlement - 8%
  - 5 week entitlement - 10%
  - 6 week entitlement - 12%
  - 7 week entitlement - 14%

Equivalent years of service, calculated pursuant to the formula set out in Article 13.02 (b), shall be used to determine vacation entitlement.

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings or on gross salary for work performed, as applicable. Equivalent years of service will be based on the casual part-time nurse's seniority established under Article 9.01 and will be calculated on the basis that 1725 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

This payment will be received by the employee as part of the biweekly pay issued by the Home.

- (b) For the purpose of vacation entitlement, service for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the home and accumulated on a continuous basis. For the purpose of this Article 1725 hours of part-time service shall equal one year of full-time service and vice versa.

13.03 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the nurse will provide at least two (2) weeks' notice of termination.

13.04 Scheduling

- (a) The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in accordance with the procedure below, but shall be finally determined by the Administrator having due concern for the proper operation of the Long-Term Care Home. Such requests will not be unreasonably denied.
- (b)
  - i) A vacation list will be posted by January 31 and remain posted until February 28 of each year. After February 28, vacation requests will be allocated in the order received.
  - ii) The approved vacation schedule shall be posted no later than April 1.
  - iii) In cases of conflict, seniority shall be the governing factor with respect to the scheduling of vacations, submitted by February 28. Employees who fail to submit vacation requests by February 28 shall lose the right to exercise seniority rights in this matter. The vacation schedule shall not be changed unless it is with the Employer's approval.
- (c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
- (d) Vacation approvals will be provided to employees in writing. Approved vacation time will not be cancelled by the Employer without the consent of the employee.

13.05 The vacation year is January 1<sup>st</sup> to December 31<sup>st</sup> of each year. All employees shall take their vacation.



13.06 Vacations – Interruption

- (a) Where an employee's scheduled vacation is interrupted due to 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 employee becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 11.04.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

**ARTICLE 14 – ILLNESS ALLOWANCE**

14.01 Full-time employees who have completed the probationary period shall be credited with five days of sick leave per year. Part-time employees who are regularly scheduled to work at least one shift per week shall be credited with two days of sick leave per year.

Effective January 1, 2016, Full-time employees who have completed the probationary period shall be credited with eight days of sick leave per year.

Provided credits are available, employees will be eligible to claim 100% of scheduled lost time due to illness.

Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against the sick leave credits.

Sick leave credits can accumulate up to a maximum of sixty (60) credits.

14.02 Employees reporting off sick shall notify the Employer as soon as possible before the start of any shift, but at least two (2) hours before, of any expected absence. A second call must be placed before 12 noon in the case of the day shift or 12 noon the next day in the case of the evening and night shift to discuss the employee's return.

## **ARTICLE 15 – HOURS OF WORK**

15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven and one-half (7.5) hours per day, and seventy-five (75) hours in any bi-weekly period.

It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purposes of payment as provided for in Article 16.02.

15.02 There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each eight (8) hour tour. If an employee is recalled to duty during the mealtime or a rest period, equal additional time shall be provided later in the tour.

### 15.03 Scheduling Regulations

(a) The Employer will endeavour to provide full-time employees three (3) or more consecutive days off at Christmas or New Year's. The parties agree that scheduling provisions may be waived for the period of December 15 to January 15.

It is understood that employees will work either Christmas or New Year's on an alternating yearly basis.

In the event employees may be granted both Christmas and New Year's off this will be granted at the employee's request and will be approved in accordance with bargaining unit seniority.

(b) Tour schedules and days off determined by the Home shall be posted at least two (2) weeks in advance for a four (4) week period.

(c) Requests for special days off are to be submitted to the immediate supervisor in writing at least two (2) weeks in advance of posting.

(d) Requests for changes 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.

(e) No split shifts.

- (f) There will be an interval of not less than fifteen and one half (15.5) hours off between scheduled shifts unless the employee specifically requests otherwise, provided that this would not apply to extended tours or daylight savings changeover.
- (g) No employee will be scheduled to work more than six (6) consecutive shifts unless mutually agreed between the employee and the Director of Care or designate.
- (h)
  - i) Full-time employees shall receive every second (2<sup>nd</sup>) weekend off and part-time employees shall receive at least every third (3<sup>rd</sup>) weekend off.
  - ii) A weekend off shall be defined as at least fifty six (56) hours off duty commencing at the conclusion of any scheduled shift on the Friday immediately proceeding.
  - iii) If an employee is required by the Employer to work a weekend in violation of part (i) above, she will receive premium payment of time and one-half (1.5) for all hours worked on that weekend. Time worked on that weekend will not be considered when determining future such premium obligations.

Premium pay is payable whenever a weekend is worked in excess of the consecutive weekends permitted by the collective agreement unless the assignment of the weekend shift to the employee was initiated by that employee or unless another provision of the agreement makes it clear that premium pay is not due.

#### 15.04 Part-Time Scheduling

- (a) Regular part-time employees shall be scheduled up to four (4) shifts bi-weekly in accordance with the master schedule. Any additional shifts offered will be based on their availability and seniority before any casual part-time employees are utilized. Where no regular part-time employee is willing to perform the available work, casual part-time employees on the basis of seniority will then be offered such work.

#### 15.05 Extended Tours/Hybrid Schedules

The Employer and the Union may agree to implement extended tours or hybrid schedule (mix of extended and normal tours). For clarity, a hybrid schedule may include extended tours on weekends and normal tours during the week. The following will apply:

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

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

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

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

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

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

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

- ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time. For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7 ½) hours and 11.25 consecutive hours per day.

- iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes. For hybrid schedules, there will also be shifts that provide for relief periods in accordance with Article 15.02.

- iv) Scheduling issues will be resolved at the local level.

- v) Where the union and the employer have agreed to or agree to an extended daily tour or hybrid schedule that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

- (e) Payment for bereavement leave is based on 11.25 hours for extended tours. For hybrid schedules, the payment for bereavement leave shall be based on the length of scheduled shifts.

- (f) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.
- (g) Shift and weekend premiums as per Article 16.07 will be paid for the same hours as applied to seven and one half (7.5) hours tours, the intention being that the total amount of shift r weekend premium will not change because of the move to extended tours or hybrid schedules.

For a hybrid schedule, the overtime premium as set out in Article 16.01 shall be paid for all hours in excess of the scheduled shift length on that day or 75 hours bi-weekly averaged over the duration of the scheduling period unless otherwise agreed between the local parties.

- (i) Shift exchanges will in accordance with Article 15.03 (d).
- (j) Should the Employer refuse to grant a request under this Article, is shall provide to the Union its reasons orally.

## **ARTICLE 16 – PREMIUM PAYMENT**

- 16.01 Overtime shall be paid for all paid hours over seven and one-half (7 ½) hours on a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. Overtime is subject to authorization by the Director of Care or Designate. Authorization shall not be unreasonably withheld. In the event of an emergency, authorization shall not be required.
- 16.02 Premium payment of one and one-half (1½) times the regular straight time hourly rate shall be paid to an employee as follows:
- (a) For all work performed in excess of the employee's seven and one-half (7.5) hour tour or eleven point two five (11.25) hour tour;
  - (b) All work performed in excess of seventy-five (75) hours in a biweekly pay period;
- 16.03 In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.01.
- 16.04 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.

- 16.05 Where call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 16.06 A shift premium of sixty-five cents (.65) per hour shall be paid to employees for all hours worked between the hours of 1500 hours and 2300 hours.
- Effective September 30, 2017, a shift premium of eighty cents (.80) per hour shall be paid to employees for all hours worked between the hours of 1500 hours and 2300 hours.
- Effective April 1, 2018, a shift premium of ninety five cents (.95) per hour shall be paid to employees for all hours worked between the hours of 1500 hours and 2300 hours.
- 16.07 A shift premium of sixty-five cents (.65) per hour shall be paid to employees for all hours worked between the hours of 2300 hours and 0700 hours.
- Effective September 30, 2017, a shift premium of eighty cents (.80) per hour shall be paid to employees for all hours worked between the hours of 2300 hours and 0700 hours.
- Effective April 1, 2018, a shift premium of ninety five cents (.95) per hour shall be paid to employees for all hours worked between the hours of 2300 hours and 0700 hours.
- 16.08 An employee shall be paid a weekend premium of sixty-five cents (.65) per hour for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- Effective September 30, 2017, a weekend premium of eighty cents (.80) per hour shall be paid to employees for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- Effective April 1, 2018, a weekend premium of ninety five cents (.95) per hour shall be paid to employees for all hours worked between 2400 hours Friday and 2400 hours Sunday.
- 16.09 If an employee works two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of five dollars (\$5.00).

16.10 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay unless otherwise expressly provided for in this Agreement nor shall any shift of weekend premium or responsibility allowance be included in the straight time hourly rate for compounding purposes for hours payable at time and one half.

16.11 Standby and Call In

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the employee is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 16.11 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 16.11 (b).

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

## **ARTICLE 17 – BENEFIT PLANS**

17.01 Effective July 1, 2014

- (a) The Employer will provide a group life insurance plan in the amount of \$15,000 for each full-time employee and will pay one hundred percent (100%) of the premiums.
- (b) Effective January 1, 2016 The Employer agrees to pay for a full time employee fifty percent (50%) of the billed premiums for a Blue Cross #9 or equivalent dental plan, (no co-insurance), at the current Ontario Dental Association fee schedule as the schedule is amended from time to time.
- (c) Effective July 1, 2016, the Employer agrees to pay for a full time employee three hundred dollars (\$300) every twenty four (24) months for vision coverage (vision coverage to include laser surgery and eye exam).

17.02 The Employer shall provide an extended health care plan for employees covered by this agreement. The plan shall include a drug card with a \$7.50 dispensing fee cap, with a one dollar deductible. The employer will pay 100% of the billed single/family premium for full-time employees who participate in the plan.

- (a) Employees will be provided paramedical coverage up to \$300 per person insured, per year for the services of chiropractor, masseur (physician referral required), physio/occupational therapists.

17.03 **Benefits for Part-time Employees**

All health and insurance benefits premium costs paid by the Employer shall prorate in accordance with the following proration formula.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 1725 and then multiplying by 100.

(The predetermined six (6) month period shall coincide with the pay period ending around June 30<sup>th</sup> and December 31<sup>st</sup> and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30<sup>th</sup> and February for the pay period ending around December 31<sup>st</sup>.)

Hours paid in calculating the proration formula will include WSIB.

When an employee is on:

- (a) Pregnancy leave
- (b) Parental leave
- (c) Approved leave of absence in excess of thirty (30) continuous calendar days



Proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

## **ARTICLE 18 – RETIREMENT INCOME PLAN**

### 18.01 The Nursing Homes and Related Industries Pension Plan

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

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

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

- (a) The straight time component of hours worked on a holiday;
- (b) Holiday pay, for the hours not worked;
- (c) Vacation pay;
- (d) Paid union leaves.

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

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

18.02 Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three percent (3%) of applicable wages.

Effective April 1, 2018, 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.

18.03 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.

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

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

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

18.05 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
  - i) 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.

- 18.06 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.
- 18.07 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.
- 18.08 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 18.02 will be paid to the employee on their regular pay.

**ARTICLE 19 – PROFESSIONAL RESPONSIBILITY**

- 19.01 The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.
- When meeting with the Manager, the Employee(s) may request the assistance of a Union representative to support/assist her/him at the meeting.
- 19.02 The following principles shall govern the resolution of issues:
- (a) The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest possible opportunity.
  - (b) Circumstances arising more than six (6) months prior to the issue being raised with the Employee's Supervisor shall not be considered unless a pattern has been established.
  - (c) It is understood that professional practice/workload issues do not constitute a difference between the parties as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement and, accordingly, are not subject to Article 8 (Grievance and Arbitration Procedure).
- 19.03 The following process shall be followed:
- (a) In the event that a professional practice or workload issue arises that affects an individual Employee or a group of Employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the Employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the Employee(s) shall within five (5) work days document their professional practice issue in writing (using the form set out in Appendix 2) and forward it to their Manager.
  - (b) Within ten (10) work days of receiving a form, a meeting to discuss the professional practice issue shall be held with the Employee(s), a Union representative, the Manager, and the Senior Director, Client Services and/or designates. Within five (5) work days of the meeting, a written response shall be provided to the Employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.

- (c) i) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an Independent Assessment Committee composed of three (3) persons who have expertise in either Case Management, In-Home Services or Long Term Care Coordination Services, depending on the type of complaint filed; one (1) chosen by the Union, one (1) chosen by the Employer, and one (1) chosen by the other two (2) from a panel of two (2) independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel shall act as Chairperson.
- ii) The Assessment Committee shall set a date to conduct a hearing into the complaint within thirty (30) calendar days of its appointment and shall be empowered to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within thirty (30) calendar days following completion of its hearing.
- d) i) The list of Chairpersons – Assessment Committee is attached to and forms part of this Agreement.
- 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 Assessment Committee in the performance of its responsibilities as set out herein.
- e) Any complaint lodged under this provision shall be on the form set out in Appendix “2” of this Collective Agreement. The parties may agree to an electronic version of the form and a process for signing.
- (f) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the issues arising out of this provision.
- (g) Timelines outlined in the above article can be extended by mutual agreement of the parties.

## **ARTICLE 20 – ORIENTATION AND INSERVICE**

- 20.01 It is agreed that orientation and in-service programmes will be provided to all employees; these programmes can be a topic of discussion in the Union Management Committee.
- 20.02 Time spent at orientation or in-service programmes when the employee is required by the Employer shall be paid at the straight time rate of pay.
- 20.03 A newly employed employee shall be entitled to orientation and shall not be placed in charge until she has been fully oriented to the Home, and to the area where she will be working.

- 20.04 The following minimums are to be observed in the orientation - familiarization of an employee:
- (a) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the employees within the same classification in the Home;
  - (b) The period of orientation/familiarization shall be at least five (5) days or such greater period that the Employer deems necessary.
  - (c) She shall be an additional employee to the usual staffing pattern;

### **ARTICLE 21 – MICELLANEOUS**

- 21.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business.  
All notices will be submitted to the Administrator or designate prior to posting.
- 21.02 A photocopy of this agreement will be issued to each employee now employed or who becomes employed within the bargaining unit. The cost of printing these agreements will be shared equally between the Employer and the Union.
- 21.03 The Ontario Nurses' Association may hold meetings in the Employer's premises with the Employer's permission at times agreed upon by the Union and the Employer.
- 21.04 Paycheques or pay statements are to be issued on a bi-weekly basis, with a itemized statement of all earnings, deductions, vacation pay. Employees leaving the employ of the Employer shall be paid all outstanding monies as above.
- 21.05 Prior to affecting any employment related changes in the Employer's policies or rules, which would affect employees covered by this Agreement, the Employer shall first notify the Union of such change.
- 21.06 Each employee shall keep the Employer informed of any changes to relevant employment information. The Employer shall not be responsible for the failure of any notice to reach an employee whose current address is not on file.
- 21.07 In any circumstance where the Employer requires that an employee obtain a medical certificate, the Employer shall pay the full cost of obtaining this certificate.
- 21.08 The parties agree that staff and residents should be protected annually from Influenza. Ivan Franko Home will provide Influenza Immunization annually without charge to all employees.

21.09 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 medication, she may be placed on 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 with 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 any 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 any 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 work as a result of an outbreak.

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

## **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 An employee who holds a Temporary or Provisional Certificate of Registration as a registered nurse and who obtains her General Certificate of Registration shall be given the salary of the Registered Nurse.

22.03 Responsibility Pay

(a) An employee who is designated in writing to relieve the Director of Care, shall be paid five dollars (\$5.00) per shift for each shift so worked, in addition to her regular rate of pay.

(b) The Employer shall, when no supervisor is on duty, designate one employee when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive five dollars (\$5.00) per shift in addition to her regular rate of pay.

22.04 The annual increment shall be paid on each employee's anniversary date of employment and after each 1725 hours paid in the case of part-time employees.

22.05 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 within seven (7) calendar days at Step #2 of the process. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that a Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications with the bargaining unit and responsibilities involved.

Any change in the rate established by the Employer either through meeting with the Union or by an Arbitrator shall be made retroactive to the time at which the new or changed classification was first filled.

### **ARTICLE 23 – DURATION**

23.01 This Agreement shall continue in effect until September 29, 2018 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

23.02 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 Toronto THIS 10 DAY OF August, 2017

FOR THE EMPLOYER:

Olha Vovnysh

"SIGNED"

FOR THE UNION:

Nick Bonokoski  
Labour Relations Officer

Maria Marginean  
Bargaining Unit President



**APPENDIX "A"**

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. The hourly rate for an employee shall be as follows:

**Salary Levels - Registered Nurse**

	<u>Effective September 30, 2016</u>	<u>Effective September 30, 2017</u>
Start	31.45	32.21
1 Year	31.86	32.36
2 Years	32.45	32.90
3 Years	34.04	34.52
4 Years	35.65	36.15
5 Years	37.66	38.19
6 Years	39.68	40.24
7 Years	41.72	42.30
8 Years	44.68	45.31
25 Years	45.47	46.11

**Retroactivity**

Retroactivity to be paid within three (3) pay periods from the date of ratification. Retroactivity for employees who have left employment shall be notified by mail to their last known address.

**APPENDIX "B"****PROFESSIONAL ASSESSMENT COMMITTEE CHAIRS**

Ms. Gayle Mackay, RN, BScN, MHSc.  
56 Deerfoot Trail  
RR #4  
Huntsville, ON P1H 2J6  
Tel: 705-787-0112  
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Ms. Jayne Harvey, RN  
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