

COLLECTIVE AGREEMENT

Between:

NORTH CENTENNIAL MANOR  
(hereinafter referred to as the "Employer")

And:

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

EXPIRY: MARCH 31, 2018

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to maintain and improve satisfactory employment relations between the Employer and the registered and graduate nurses covered by this Agreement. It provides for an ongoing means of communication between the Union and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible nursing care and health protection for residents.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all Registered and Graduate nurses employed in a nursing capacity by North Centennial Manor in Kapuskasing, Ontario, save and except the Director of Care and persons above the rank of Director of Care.
- 2.02
- (a) A full-time employee is an employee who is regularly employed for 37½ hours per week.
  - (b) A part-time employee is an employee who is employed less than 37½ hours per week.
  - (c) A casual part-time employee is an employee who is called in on a relief basis and is not prescheduled.
- 2.03
- (a) The Employer shall not assign bargaining unit work to anyone outside the bargaining unit.
  - (b) The parties agree that upon the resignation of a bargaining unit member, LOA or sick leave, etc., tours will be replaced by a member of this bargaining unit.
- 2.04 A Registered Nurse is defined as a person who holds a certificate of Registration with the College of Nurses of Ontario in accordance with *The Regulated Health Professions Act* and *the Nursing Act*.
- 2.05 A Graduate Nurse is defined as a nurse with registration incomplete who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements.
- This registration is to be completed within twenty-four (24) months of employment. This applies to all new employees within the scope of this Agreement. Failure to register within the time limit shall result in dismissal, without recourse to the grievance procedure.
- 2.06 To improve the level of care to residents and to promote continuity of care, a bargaining unit member will be assigned the responsibility for Doctor's Day on the days on which the Medical Director conducts rounds.

- 2.07 The Employer will ensure that bargaining unit registered nurses work sufficient hours per week so that residents will receive a total of one hundred and sixty-eight (168) hours per week of RN care. Bargaining unit RN hours will not be reduced as a result of this provision. Should changes to the *Long Term Care Homes Act* no longer require a RN 24 hours per day then the staffing levels of RNs will be adjusted accordingly.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union agrees that it is the function of the Manor to:
- (a) To maintain order, efficiency and discipline, and to establish, alter and enforce reasonable rules and regulations, policies and practices to be observed by its employees and the right to discipline or discharge any employee for just cause provided that a claim by any employee that she/he has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as herein provided.
  - (b) The direction of the employees; the right to plan, direct and control the operation of the Manor; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision required, establishment of standards and quality of care, the determination of the extent to which the Manor will be operated and the increase or decrease in employment.
  - (c) The right to select, hire, retire, dismiss, discipline, transfer, assign to shift, promote, lay-off, recall, suspend employees subject to the fact that the exercise of these rights in a manner inconsistent with this Agreement, may be made subject of a grievance under the grievance procedure as provided by this Agreement.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

### **ARTICLE 4 - RELATIONSHIP**

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of the nurse's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- 4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status

or disability or any other factor which is not pertinent to the employment relationship. Ref: Ontario Human Rights Code

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

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

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

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

(c) Every person who is an employee has a right to freedom from harassment in the 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 unwelcome." Ref: *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 Whistle Blower Protection

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

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

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

**ARTICLE 6 - UNION SECURITY**

- 6.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month.
- 6.02 Dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her/his date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Home of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Home's conclusive authority to make the deduction specified.
- 6.04 The total amount deducted, pursuant to 6.03 above, shall be remitted monthly to the Union no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made in accordance with this Article.
- 6.05 The list shall include the amount of dues deducted, the names, addresses, and social insurance numbers of all employees covered by this Agreement who have been employed at any time during the period of said deduction and including therein a specific list of employees on unpaid leave of absence and of employees who are off work on long-term disability or receiving WSIB and of employees who have terminated. Where feasible, the Employer shall also provide the status of the employees. A copy of this list will be sent concurrently to the Bargaining Unit President.
- 6.06 In consideration of the deducting and forwarding of Union Dues in accordance with this Article, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from such deduction.
- 6.07 The Employer shall provide to each employee for income tax purposes a T4 supplementary form, or its equivalent, showing the total dues deducted from that employee that qualify for deduction for income tax purposes during the previous year.
- 6.08 (a) All new employees will be introduced to an Officer of the Union or the Union President before commencing work.
- (b) During the orientation period an Officer of the Union or Union President shall be allowed thirty (30) minutes within regular working hours to interview such employees. During such interview, membership forms may be provided to the employee.

## **ARTICLE 7 - UNION REPRESENTATION**

### 7.01 Negotiating Committee

The Employer recognizes a negotiating committee which shall be composed of two (2) Union members whose duty it shall be to negotiate a Collective Agreement and renewals thereof.

### 7.02 Grievance Committee

The Employer recognizes a grievance committee which shall be composed of two (2) Union members who shall be responsible for the handling of all grievances.

### 7.03 (a) Union-Management Committee

A Union-Management Committee which shall be composed of two (2) Union members shall meet with two (2) representatives of the Employer every other month or at the request of either party to discuss matters of mutual concern. Payment of wages for such meetings, where the meeting is not held during an employee's regular working hours shall be at her/his regular rate of pay for the time spent at such meetings. It is agreed that no premium rate of pay shall be paid for time spent at such meetings.

(b) The purpose of the Committee includes:

- i) promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices;
- ii) reviewing professional responsibility complaints with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;
- iii) making joint recommendations to the Chief Nursing Officer on matters of concern regarding recurring workload issues including the development of staffing guidelines, the use of agency nurses and use of overtime;
- iv) dealing with complaints referred to it in accordance with the provisions of Article 10, Professional Responsibility;
- v) discussing and reviewing matters relating to orientation and in-service programs;
- vi) promote the creation of full-time positions for employees.

(c) 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.

The parties further agree that suitable subjects for discussion at the Union-Management Committee will include aggressive residents.

#### 7.04 Occupational Health and Safety Committee

- (a) The Home and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker and when faced with occupational health and safety decisions, the Home will implement the most recent best practice guidelines to reduce risks and protect the employees.
- (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Joint Health and Safety Committee (JHSC), one (1) representative selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Home agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the Home will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Meetings shall be held every quarter or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted. All such information will be kept confidential by committee members.

A member of the Committee is entitled to,

- i) one hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
- such time as is necessary to attend meetings of the Committee;  
and



- ii) such time as is necessary to carry out inspections and investigations under subsection 9(26), 9(27) and 9(31) of the *Act*. ref: *Occupational Health and Safety Act*. Sec. 9(34).

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. ref: *Occupational Health and Safety Act*. Sec. 9(35).

- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) If, in the professional opinion of the employee's physician, the pregnancy may be at risk, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (i) Where the Home identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (j) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Health and Safety Agency, and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to employees who are paid by the Agency for the time spent fulfilling the requirements for becoming certified.
- (k) i) This section does not apply to an employee:
- A) when circumstances described below are inherent in the employee's work or is a normal condition of the employee's employment; or
- B) when the employee's refusal to work would directly endanger the life, health or safety of another person. ref: *Occupational Health and Safety Act*, Sec. 43(1)
- ii) An employee may refuse to work or do particular work where she or he has reason to believe that,
- A) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself or another employee;
- B) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself, herself;
- C) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or

the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another employee. ref: *Occupational Health and Safety Act, Sec. 43(3)*

- (l) The members of the Committee shall determine amongst the committee members the chairing of the meetings and the taking of minutes.
- 7.05 (a) 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 nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (b) In the event there are reasonable indications of the emergence of a pandemic any nurse working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.
- (c) The local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:
- Violence in the Workplace (include Verbal Abuse)
  - Musculoskeletal Injury Prevention
  - Needle Stick and other sharps Injury Prevention
  - Nurses who regularly work alone or who are isolated in the workplace
  - Wellness initiatives
- 7.06 The Employer agrees to compensate the members of the Negotiating Committee and Grievance Committee at their regular rate of pay for time spent in local joint negotiations and the grievance procedure up to and excluding conciliation and arbitration. Employees on these committees shall not suffer any loss of regular pay for time spent in such meetings nor shall they be compensated at a premium rate of pay or in excess of their regularly scheduled tour(s). Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting to a maximum of one paid regularly scheduled shift per day of negotiations.
- 7.07 Employees attending meetings called by the Employer will be compensated at their regular rate of pay for time spent at such meetings. No premium rate of pay shall be paid for time spent at such meetings.
- 7.08 Definition of Violence
- (a) Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons, physical or psychological injury as well as severe verbal abuse. The Employer agrees that such incidents will not be condoned. Any nurse who believes he/she has been subjected to such incident shall report this

to a supervisor who will make every reasonable effort to rectify the situation.

- (b) The Employer agrees to develop formalized policies, measures 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 situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses and all nurses will receive training and education on them.
- (c) The Employer will report all incidents of violence to the Joint Health and Safety Committee for review. The Employer agrees to conduct initial and ongoing risk assessments of the workplace in consultation with the JHSC. The Employer will provide written copy of the risk assessments to the JHSC.
- (d) The Employer agrees to provide education, training, information and instructions, developed in consultation with the JHSC on the violence prevention and harassment policies, measures, procedures and programs and on prevention of violence to all employees including domestic violence that can spill over into the workplace. This training will be done during a new employee's orientation and updated as required.
- (e) The employer will inform the Joint Health and Safety Committee and Union in writing of all incidents related to violence within three (3) days. For all injuries, the employer will notify the JHSC and the union immediately and in writing within 48 hours. Such notices will contain all the information as prescribed in Section 5 of the Health Care Regulation.
- (f) The Employer and the Union recognize the Employer's obligation under section 25 (2) (h) to take every precaution reasonable to protect employees and section 32.0.5(3) of the OHS Act to provide information, including personal information, to an employee related to a risk of workplace violence from a person with a history of violent behaviour.

The Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure and procedure to put in place a visible warning system for all employees who may be exposed to residents who have a history of violent behaviour. Such a system shall include flagging measures such as:

- i) Information about individual residents triggers;
- ii) Pre-admitting checklist;
- iii) Computerized record of resident's history of violence;
- iv) Readily visible signage on the outside of the resident chart;
- v) A method to communicate pertinent information about a resident and associated visitors to all employees.

Training on these measures and procedures will be developed, established and provided in consultation with the JHSC or health and safety representative in workplaces with six (6) – nineteen (19) employees.

- (g) The Employer will provide reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.
- 7.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Manor for the purposes of investigating grievances, attending joint meetings or otherwise assisting in the administration of this Agreement.
- 7.10 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the duly chartered local.
- 7.11 The Union shall notify the Employer of the names of its representatives on the aforementioned committees.

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

- 8.01 Any employee or the Union has the right to lodge a grievance with respect to any matter arising out of the interpretation, application or alleged violation of this Agreement.
- 8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her/his union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, it will also notify the Bargaining Unit.
- 8.03 It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that the Union has no grievance concerning an individual nurse until the Director of Care or her/his designate has been given an opportunity of adjusting the complaint. Such complaint shall be discussed with the Director of Care within fifteen (15) working days after the circumstances giving rise to it have occurred. This discussion may include consultation, advice and assistance from others. If there is no settlement within nine (9) working days, it shall then be taken up as a grievance within nine (9) working days in the following manner and sequence:

#### **Step No. 1**

The Union may present the grievance to the Administrator, or her/his designate, who shall render her/his decision within five (5) working days after the presentation of the grievance to her/him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. If the decision is unsatisfactory, then the grievance may be presented in the following manner:

Step No. 2

Within ten (10) working days after the decision is given at Step No. 1, the aggrieved employee, and/or the Grievance Committee shall meet with a committee appointed by the Board of Directors of the Manor to consider the grievance. At this stage the employee and/or the Grievance Committee may be accompanied by a representative of the Union. The decision of the committee of the Board of Directors will be rendered in writing to the Labour Relations Officer and the bargaining unit representative within ten (10) working days following such a meeting.

8.04 Arbitration

If final settlement of the grievance is not reached at Step No. 2, then either of the parties may notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to the Board of Arbitration. If no such written request is received within thirty (30) working days after the decision is given at Step No. 2, then the grievance shall be deemed to have been abandoned. The recipient of the notice shall within ten (10) 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 Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

8.05 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

8.06 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (½) the expenses and fees of the Chairperson.

8.07 All differences arising from the administration, interpretation, application or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

8.08 The Board of Arbitration shall have no power to alter, add to, delete from, modify or amend this Agreement in order to give any decision inconsistent with it. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion, it deems just and equitable. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board. But if there is no majority, the decision of the Chairman shall govern.

8.09 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedures between the representatives of the Manor and the representatives of the Association will be final and binding upon the Manor and the Association and the employees.

8.10 No costs of any arbitration shall be awarded to or against any party.

8.11 The time limits referred to in both the Grievance and Arbitration Procedures may be extended by verbal consent of the parties to this Agreement, and such request shall be confirmed in writing.

8.12 Any time limit referred to in the Grievance and Arbitration Procedure shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.

8.13 "Working Day" in Article 8, 9, 10, 11, and 12 means a day other than Saturday, Sunday or holiday observed by the Employer.

8.14 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 Director of Care or her/his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 1 and then applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.15 (a) The time prior to referral to arbitration may be utilized by the Union and/or the Manor to suggest and possibly agree on a dispute resolution mechanism other than a three person Board of Arbitration and either party may request the appointment of a Grievance Settlement Officer.

(b) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration. Where the grievance concerns:

- i) selection decisions on job vacancies
- ii) premiums
- iii) Scheduling issues
- iv) Article 19 – Compensation issues
- v) Entitlement to leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term layoffs
- viii) Dues issues
- ix) Any other issues agreed by the parties

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 8.04. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking

the arbitration procedure. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

Subject to Article 8.08, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

#### 8.16 Employer Grievance

Any grievance instituted by the Employer may be done so in the form of a policy grievance at Step No. 2 of the Grievance Procedure and it will be submitted to the Bargaining Unit President or her/his designate.

#### 8.17 Union Grievances

A Union policy grievance which is defined as an alleged violation, misinterpretation, or wrong application of this Agreement, may be lodged by the Grievance Committee in writing with the Administrator at Step No. 2 of the Grievance Procedure within ten (10) working days after the circumstances giving rise to such grievance occurred.

### **ARTICLE 9 - DISCHARGE AND SUSPENSION GRIEVANCES**

9.01 An employee is entitled, prior to the imposition of suspension or discharge to be given written reasons for such action.

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

The Manor agrees that where an employee is required to attend a meeting with the Manor that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting.

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

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

The Manor agrees to provide written reasons for the release of a probationary employee within seven (7) days of such release.

A claim by a probationary employee that she/he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Manor at Step 2

within ten (10) working days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Manor agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her/his probationary period, without just cause.

A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Manor at Step No. 2 within ten (10) working days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) confirming the Manor's action in dismissing the employee; or
- ii) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- iii) by any other arrangement which may be deemed just and equitable.

## **ARTICLE 10 – PROFESSIONAL RESPONSIBILITY**

10.01 The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

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

- (a) i) At the time the workload issue occurs, discuss the issue within the unit/program to develop strategies to meet patient care needs using current resources.
- ii) If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Manor (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- iii) Failing resolution of the workload issue at the time of occurrence, the employee(s) will discuss the issue with her or his Manager or designate on the next day that the Manager (or designate) and the employee are both working or within five (5) calendar days, whichever is sooner. The manager will provide a written response to the complainant(s), with a copy to the Bargaining Unit President.
- iv) Complain in writing to the Union-Management Committee within twenty (20) calendar days of the alleged improper assignment.



The Chair of the Union-Management Committee shall convene a meeting of the Union Management Committee within fifteen (15) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the parties.

- v) Prior to the complaint being forwarded to the Independent Assessment Committee, the Association may forward a written report outlining the complaint and recommendations to the Director of Resident Care.
  - vi) Any settlement arrived at under 10.01 (a) iv) or v) shall be signed by both parties.
  - vii) 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) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Manor and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chair.
  - viii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
  - ix) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer(s), may attend meetings held between the Manor and the Union under this provision.
  - x) Any complaint lodged under this provision shall be on the form set out in Appendix D.
- (b) i) The list of Assessment Committee Chairs is attached as Appendix C.

The parties agree that should a Chair be required, the Manor and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairs. The name to be provided will be the top name on the list of Chairs who has not been previously assigned. Should the Chair who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to connections with the Manor or community, the next person on the list will be approached to act as Chair.

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

10.02 The delegation of Controlled Acts shall be in accordance with the *Regulated Health Professions Act*, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario.

10.03 Orientation and In-Service Programmes

The Manor recognizes the need for a Manor Orientation Programme of such duration as it may deem appropriate taking into consideration the needs of the Manor and the employees involved:

- (a) Before assigning a newly hired employee in charge of a nursing unit, the Manor will first provide orientation both to the Manor and to such nursing unit. It is understood that such employee may be assigned to any tour as part of her/his orientation programme providing such assignment is in accordance with any scheduling regulations which form part of this Collective Agreement.
- (b) Employees recalled from layoff under Article 11.06 and employees who transfer on a permanent basis shall be provided any orientation determined necessary by the Manor or as requested by the employees.
- (c) When an employee is on duty and authorized to attend any in-service programme within the Manor and during her/his regularly scheduled working hours, she/he shall suffer no loss in regular pay. When an employee is required by the Manor to attend courses outside of her/his regularly scheduled working hours she/he shall be paid for all time spent in attendance on such courses at her/his regular straight time hourly rate of pay, or for a minimum of one (1) hour, whichever is greater.
- (d) When an employee is temporarily assigned to orientate a registered nurse she/he shall be paid a premium of one dollar (\$1.00) per hour for such duty in addition to her/his regular salary.

- i) Student Supervision

Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Practice Guidelines – Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Employer will review the nurse's workload with the nurse and the student to facilitate successful completion of the assignment.

Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.

ii) Mentorship

Nurses may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) nurses, which results in the professional growth and development of an individual practitioner to maximize her or his clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the nurse being mentored and the mentor, the Employer will identify the experiences required to meet her or his learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Employer will review the mentor's workload with the mentor and the nurse being mentored to facilitate successful completion of the mentoring assignment.

- (e) Prior to the introduction of new nursing procedures, employees will be provided with the opportunity for in-service.

10.04 All employees shall be given the opportunity to attend short term professional meetings or workshops. Where attendance at such meetings or workshops is approved by the Director of Care, the employer shall pay the tuition fees and transportation costs incurred and the employee shall not suffer any loss of regular pay. Employees will be notified of programs that the Employer intends to make available and the Employer will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.

10.05 Access to Files

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 initial such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Each employee shall have reasonable access to her/his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her/his supervisor. A copy of the evaluation will be provided to the employee at her/his request.

10.06 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for such twelve (12) month period. In the event that the discipline is related to neglect or abuse of a resident, it shall remain on the employee's record for a period of twenty-four (24) months.

10.07 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the employee is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 10.05.

10.08 An employee shall be entitled to an unpaid leave of absence for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario with no loss of seniority.

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

10.09 CMI/RAI MDS Report

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

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

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

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

**ARTICLE 11 - JOB SECURITY AND SENIORITY**

11.01 Probation

(a) For newly hired employees, the probationary period shall be:

- i) four hundred and five (405) hours worked for full-time employees;
- ii) four hundred and five (405) hours worked or six (6) calendar months, whichever occurs first, for regular part-time employees; and,
- iii) four hundred and five (405) worked or eight (8) calendar months, whichever comes first, for casual part-time employees.

The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse. Seniority shall then be credited as of the date of first entry into the service of the Employer and shall be cumulative. There will be a performance report made after sixty (60) calendar days of the probationary period having expired. The probationary employee shall enjoy all of the rights and privileges prescribed in this Agreement except that she/he shall not have access to the grievance or arbitration provisions of the Agreement in the event that she/he is discharged, unless the probationary employee is released for exercising a right under this Agreement.

Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional (30) thirty tours worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

- (b) The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:
- i) reasons which are arbitrary, discriminatory or in bad faith;
  - ii) exercising a right under this Agreement.

The Manor agrees to provide written reasons for the release of a probationary employee within seven (7) days of such release.

A claim by a probationary employee that she/he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Manor at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Manor agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her/his probationary period, without just cause.

A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Manor at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- i) confirming the Manor's action in dismissing the employee; or

- ii) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- iii) by any other arrangement which may be deemed just and equitable.

#### 11.02 Seniority

The Employer will keep up to date a seniority list based on the number of hours paid for full-time, regular part-time and casual part-time employees and post the same in at least one (1) conspicuous place and one copy to be given to the Bargaining Unit President. Seniority lists shall be posted semi-annually by January 31st and July 31st, with copies sent to the Union. If an employee does not challenge the position of her/his name on the seniority list within fifteen (15) of the employee's working days from the date of the posting of the seniority list, then she/he shall be deemed to have proper seniority standing.

All seniority, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the employee if her/his status is altered from full-time employment to part-time employment and vice versa. For the purpose of seniority in transfer from part-time to full-time, 1500 hours equals one (1) year's service. For the purpose of seniority in transfer from full-time to part-time one (1) year's service equals 1500 hours. For the purpose of job posting competitions only, full-time or part-time seniority, once converted to a date, shall not precede the employee's date of hire.

- 11.03 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i) when on leave of absence with pay;
  - ii) when on approved leave of absence without pay not exceeding forty-five (45) calendar days.
  - iii) when absent due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance or when absent 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 vacation, pregnancy-parental leave, WSIB or illness or injury that exceeds thirty (30) consecutive calendar days.
  - iv) when on annual vacation.
  - v) 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*.

- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
  - i) when on an approved leave of absence without pay exceeding forty-five (45) calendar days.
  - ii) when absent due to lay-off to a maximum of thirty-six (36) months.
- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when she/he:
  - i) resigns.
  - ii) is discharged and not reinstated.
  - iii) is absent from work in excess of five (5) working days without notifying the Employer of her/his intended absence.
  - iv) is on layoff for a continuous period of thirty-six (36) calendar months.
  - v) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

#### 11.04

#### Vacancies

- (a) In the case of permanent vacancies or a new position within the bargaining unit, the Employer will post notice of such vacancies for a period of ten (10) calendar days prior to making an appointment to any such position. The Employer may temporarily fill a vacancy for thirty (30) calendar days. A copy of such notice shall be given to the Local Union. If no qualified employee applies, the Employer may then hire a new employee. The names of the successful applicant(s) shall be posted by the Employer. An employee can exercise her/his seniority rights to apply for either full-time or part-time positions.

Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

- (b) Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:
  - i) Qualifications

- ii) Ability, experience and performance
- iii) Seniority

Where the results of factors "1" and "2" are relatively equal, factor "3" shall govern. However, if senior applicants are refused a position they will be given the reason for such refusal in writing.

- (c) An Application for Transfer system will be established. Under such a system, any employee will be able to fill out an appropriate form indicating her/his interest and her/his application shall be considered as though she/he had made it at the time of posting, when a permanent vacancy occurs, and has been posted.
- (d) Temporary vacancies which occur because of sickness, accident or leave of absence which are not expected to exceed forty-five (45) 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.
- (e) An employee who is absent due to leave of absence or illness shall have the right to return to her/his former position as shall the employee(s) who fill temporary vacancies.
- (f) Notwithstanding layoff notices or there being employees on layoff, the job posting requirements under this article must be followed prior to any employee being recalled from layoff.
- (g) A part-time employee who fills a temporary full-time position will be considered part-time and will be covered by the provisions of the collective agreement that relate to part-time.
- (h) Any temporary full-time position will be reposted when any individual has been in the position for period of two (2) years.

If the incumbent in the temporary full-time position is the successful applicant, the following will apply:

Where a part-time employee fills a temporary full-time position for a period of two (2) years the following will apply at the end of the two (2) year period and for the duration of the temporary full-time position:

- i) The employee will retain her part-time status but will be covered by the provisions of the Collective Agreement that relate to full-time.
- ii) The employee will be entitled to all benefits to which a full-time employee has entitlement including paid holidays, sick leave entitlement, paid vacation and all benefits under Article 17.
- iii) The employee will not receive percent in lieu or percent payment for vacation pay while she is receiving the benefits of a full-time employee.



- iv) The employee will accumulate seniority and service at the same rate as a full-time employee i.e. 1950 hours per year during the time she fills the temporary full-time position.
- v) At the end of the temporary full-time position, the employee will return to her part time position and will be covered by the provisions of the Collective Agreement that relates to part-time.
- vi) If the position becomes a permanent full-time position, it will be posted in accordance with Article 11.04 (a).

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

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

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

- ii) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
  - iii) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
  - iv) The Employer agrees that it will not make work assignments that violate the purpose and intent of this provision. The Employer will advise the local Association of the names of any employees performing the duties of positions outside of the bargaining unit pursuant to Articles 11.05, the date the assignment commenced, the area of assignment and the duration of such assignments.
- (b) The selection or appointment of employees for any position not covered by this agreement shall be subject to a trial period of three (3) months during which time the employee shall have the right to return to her/his former position without loss of seniority or benefits.

- (a) A layoff of employees shall be made on the basis of seniority, based on integrated seniority list of all hours paid since date of last hire. It is understood and agreed that through the bumping procedure the first to be laid off are probationary employees followed by those who work casual part-time shifts. No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff will meet the staffing requirements of the Home.
- (b) Recall to a regular part-time or full-time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.
- (c) The Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Home will undertake after the layoff.

#### 11.07 Notice to Union of Long Term Layoff

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

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
  - i) the reasons causing the layoff;
  - ii) the service which the Home will undertake after the layoff;
  - iii) the method of implementation, including areas of cutback and the employees to be laid off.

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

11.08 Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 11.07.

11.09 No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### 12.01 Personal Leave

Written request for a leave of absence will be considered on an individual basis by the Employer. Except in the case of extenuating circumstances, a request for a leave of absence shall be made at least fourteen (14) calendar days in advance of the commencement of the requested leave. The Employer will render a decision of a leave of absence request, in writing, to the applicant within seven (7) days of receipt of such request. Such requests shall not be unreasonably withheld.

## 12.02 Bereavement Leave

A nurse who notifies the Employer as soon as possible following bereavement shall be granted three (3) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of her or his immediate family. "Immediate family" means parent, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex. "Immediate family" and "in-law" as set out above shall include the relatives of "spouses" as defined herein. Where a nurse does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay, particularly where extensive travel is required.

In the event of a death of the employee's spouse, common-law spouse, child and step-child that employee will be granted a one week paid leave without loss of regular scheduled hours at her/his regular rate of pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

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

## 12.03 (a) Leave for Union Business

Leave of absence without pay to attend Union business will be granted to employees provided request is made in writing to the Director of Care or her/his designate at least two (2) weeks in advance of the commencement date of such leave. Only one (1) employee shall be permitted such leave and the total annual days of leave shall not exceed thirty (30). During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Manor and the local Union agrees to reimburse the Manor in the amount of the full cost of such salary. Part-time employees will receive seniority credit for all leaves granted under this Article.

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

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of the President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Manor and the Union agrees to reimburse the Manor in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The

employee agrees to notify the Manor of her/his intention to return to work at least two (2) weeks prior to the date of such return.

(c) Leave, Board of Directors, O.N.A.

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually or up to one hundred (100) days annually if the employee is the Secretary-Treasurer or the President-Elect. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Union leave provided in part (a). During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Manor and the Union agrees to reimburse the Manor in the amount of the full cost of such salary and the employer's cost of applicable benefits.

(d) ONA Staff Leave

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

(e) Local Coordinator Leave

The Manor agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. Subject to reasonable notice and subject to availability of staffing for the normal operation of the Manor, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

12.04

(a) Jury and Witness Duty Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Manor, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee:

- i) notifies the Manor immediately on the employee's notification that she/he will be required to attend court;
  - ii) presents proof of service requiring the employee's attendance;
  - iii) deposits with the Manor the full amount of compensation received, excluding mileage, travelling and meal allowance and a receipt where available.
- (b) Where the Manor requires an employee to attend any meetings with a Manor's counsel in preparation for a case which either arises from an employee's employment with the Manor or otherwise involves the Manor, the Manor will make every reasonable effort to schedule such meetings at the Manor during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

## 12.05

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- i) An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.
  - ii) Seniority and service will accrue and the Manor will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 12.05 and for a period of up to thirty-five (35) weeks while an employee is on parental leave under Article 12.06. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks while such employee is on a parental leave under Article 12.06.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her/his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Manor at least four (4) weeks in advance thereof. The employee shall be reinstated to her/his former position unless the position has been discontinued in which case she/he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Manor, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her/his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard

work day) towards the probationary period provided in Article 11.01 to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) The Manor may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Manor's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 and 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Manor of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

## 12.06

### Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) An employee who has taken a pregnancy leave under Article 12.05 is eligible to be granted a parental leave of up to thirty-five weeks duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Manor as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of

confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The employee shall be reinstated to her/his former position, unless her/his former position has been discontinued, in which case she/he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Manor, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her/his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 11.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Manor's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 18 and 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her/his regular weekly earnings and the sum of her/his weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Manor of the employee's Unemployment Insurance cheque stub as proof that she/he is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

#### 12.07

Leave of absence without pay may be granted to any employee who wishes to enrol in a post graduate course, certificate or degree course and research programs at the discretion of the Employer. Such request shall not be unreasonably withheld.

Should the employee be a representative of the Employer when participating in the above, she/he shall continue to accrue seniority and service during such absence.

12.08 Secondment

An employee who is seconded from the Manor to a bipartite or tripartite committee/position involving the Health Sector or the Broader Public Sector shall be granted a leave of absence without pay for a period of up to five (5) years. Notwithstanding Article 11 there shall be no loss of seniority or service during such leave. Subject to the agreement of the agency to which the employee is seconded, the employee's salary and applicable benefits shall be maintained by the Manor and the Manor shall be reimbursed for the full cost of salary and applicable benefits by the agency to which the employee is seconded. The employee agrees to notify the Manor of her/his intention to return to work at least four (4) weeks prior to the date of such return.

Should the employee be a representative of the Employer when participating in the above, she/he shall continue to accrue seniority and service during such absence.

12.09 Pre-paid Leave Plan

The Manor agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Director of Care at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined by local negotiations. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Manor.
- (d) Written applications will be reviewed by the Director of Care or her/his designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her/his until the year of the leave or upon withdrawal from the plan.



- (f) The manner in which the deferred salary is held shall be at the discretion of the Manor.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Manor and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she/he is participating. Contributions to the Hospital of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given the Director of Care. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Manor plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Manor will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Manor is unable to find a suitable replacement, it may postpone the leave. The Manor will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her/his within a reasonable period of time.
- (l) The employee will be reinstated to her/his former position unless the position has been discontinued, in which case she/he shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Manor in order to authorize the Manor to make the appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 16.10 of the Collective Agreement.
  - ii) The period of salary deferral and the leave period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Manor to enter the pre-paid leave program will be appended to and form part of the written agreement.

12.10 Professional leave without pay and with no loss of seniority will be granted to full-time and regular part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

12.11 Family Medical Leave

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

12.12 Military Leave

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

**ARTICLE 13 - HOURS OF WORK**

13.01 The normal tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of meal time.

- 13.02
- (a) There will be two (2) fifteen (15) minute (paid) rest periods and one (1) thirty (30) minute (unpaid) lunch period in each tour.
  - (b) The Employer will endeavour to ensure that there is adequate relief available to provide for the rest periods and lunches on all tours.
  - (c) Where an employee notifies her/his Director of Care that she/he has been or will be unable to take the normal meal break due to the requirements of providing resident care, such employee shall be paid one and one-half (1½) times her/his straight time hourly rate for all time worked in excess of her/his normal daily hours.

13.03 (a) Scheduling Regulations

- i) Tour schedules and days off will be posted at least two (2) weeks in advance and cover a six (6) week period. A copy of the schedule may be made by the Union contact person upon request.

- ii) Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the employee and approved by the Employer, shall not result in overtime compensation or payment.
- iii) An employee may be granted permanent evening or night tour upon request when a vacancy occurs. Employees presently employed on specific tours on a permanent basis will not be rotated without their consent.

(b) Scheduling Regulations - Full-time

- i) The Employer agrees to continue the present practice of scheduling full-time employees as outlined in Schedule "A" attached.
- ii) The Employer further agrees to consider alternate schedules presented by the Union.
- iii) In any two week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent. Up to seven (7) consecutive days of work may be scheduled.
- iv) Each employee shall be scheduled to work no more than one (1) weekend in four (4). A weekend includes the time period from the completion of the Friday day shift until the commencement of the Monday day shift.
- v)
  - A) A period of two (2) consecutive tours off shall be scheduled between a change of tours.
  - B) Split tours will not be scheduled and paid holidays or days in lieu thereof shall not be used to change tours.
  - C) A shorter period of time between changes of tour may be scheduled by mutual consent.
- vi)
  - A) An employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night tour without her/his written consent or request.
  - B) An employee may not be required to change tours of duty more than once during a work week.
  - C) Forty-eight (48) hours off shall be scheduled following night tours.
- vii) These scheduling regulations may be waived between December 15 and January 15th so that all employees will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas

Day and Boxing Day, and time off at New Year's shall include New Year's Eve Day and New Year's Day. The Christmas schedule will be posted no later than December 1<sup>st</sup>.

- viii) Any violation of the scheduling regulations shall result in premium payment, as well as for all work performed on the first two tours as a result of a change in posted schedule with less than forty-eight (48) hours' notice.

(c) Scheduling Regulations - Part-time

- i) A regular part-time employee must be available for work on a regular predetermined basis for a minimum of four (4) tours (30 hours) in a two (2) week period on the posted schedule.

Once the schedule has been posted, there is no obligation for a part-time employee to accept any additional shifts that may be offered.

- ii)
  - A) The Employer agrees to schedule regular part-time employees, by seniority, according to their commitment on the posted schedule.
  - B) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
  - C) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of seniority.
  - D) Where no regular part-time employee is willing to perform the available work the tour will be offered to casual part-time employees on the basis of seniority.
  - E) It is agreed that the Employer is not required to offer additional tours to part-time employees that would result in premium pay unless there is no other bargaining unit member available.
- iii)
  - A) Part-time employees shall not be scheduled to work more than two (2) consecutive weekends.
  - B) Any violation of the scheduling regulations shall result in premium payment.
  - C) These scheduling regulations may be waived between December 15 and January 15th so that all employees will receive no less than five (5) consecutive days off at either Christmas or New Year's. Time off at Christmas shall

include Christmas Eve Day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve Day and New Year's Day.

(d) Self Scheduling

- i) The Bargaining Unit will hold a secret ballot vote and if ninety percent (90%) of the members of the Bargaining Unit are in favour of self-scheduling, it will be implemented beginning July 1, 2000.

A nurse may choose not to participate in self-scheduling and in that instance, she/he will remain on the master schedule.

- ii) A scheduling committee composed of no more than three (3) members of the bargaining unit will be established and will be responsible for reviewing the schedules prior to submitted them to the Director of Care.
- iii) Each nurse will be responsible for filling in the posted schedule following the Collective Agreement language relating to seniority and commitment.
- iv) No nurse will schedule herself/himself in a manner that violates any provision of the Collective Agreement and premiums cannot be incurred or waived as a result of self-scheduling.
- v) Employees will schedule themselves for statutory holidays and lieu days.
- vi) Once staff have filled in all of the available tours on the posted schedule, the schedule will be given to the Director of Care who will review it to ensure that there are no violations of the scheduling provisions in the Collective Agreement.
- vii) The Director of Care will then post the schedule in the time frames required in the Collective Agreement.
- viii) The parties agree to meet at the request of either party to discuss any concerns with self-scheduling or to discuss any changes to this Letter of Understanding.

13.04 When changing from Daylight Saving Time to Eastern Standard Time the employees involved shall be paid for the hours worked at their regular rate of pay.

13.05 12 Hour Tours

- (a) The normal daily tour will be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employees shall be entitled, subject to the contingencies of resident care to relief periods during the tour of a total of forty-five (45) minutes.

- (b) The hours of work will be seventy-five (75) hours per pay averaged over a twelve (12) week schedule.

Full-time employees will have the option of using an additional .5 stat holiday or .5 of a vacation day to top up a stat holiday to 11.25 hours.

### Scheduling

(c) 11¼ Hour Tour - FULL-TIME AND PART-TIME

- i) A) Tour schedules and days off will be posted at least two (2) weeks in advance and cover a six (6) week period. A copy of the schedule may be made by the Bargaining Unit President upon request.
- B) Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty, initiated by the employee and approved by the Employer, shall not result in overtime compensation or payment.
- ii) The parties agree to establish a master rotation. The master rotation will not be changed without the consent of the Union.
- iii) Not more than three (3) consecutive days of work will be scheduled. Any hours scheduled in conjunction with three (3) extended tours will be paid at the rate of time and one half.
- iv) For full-time employees, a period of forty-eight (48) hours off shall be scheduled between changes of tour.
- v) For part-time employees, a period of twenty-four (24) hours off shall be scheduled between changes of tour on the posted schedule at the time of posting.
- vi) At least eleven and a quarter (11.25) hours' time off will be scheduled between tours.
- vii) For full-time employees, a period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days.
- viii) For part-time employees, a period of twenty-four (24) hours off shall be scheduled on the posted schedule at the time of posting, when an employee's shift schedule is changed from nights to days.
- ix) The first tour of the day is the day tour.
- x) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours. An employee will not be required to change tours of duty more than once during a work week.

- xi) When changing from Daylight Saving Time to Eastern Standard Time the employees involved shall be paid for the hours worked at their regular rate of pay.
- xii) A tour that begins or ends during the twenty-four (24) hour period of a paid holiday where the majority of hours worked fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- xiii) schedules will be such that employees will work fifty percent (50%) day tours and fifty percent (50%) night tours, unless mutually agreed otherwise.
- xiv) Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed.
- xv) Weekends:

A full-time employee will receive premium pay for all hours worked on a second (2<sup>nd</sup>) consecutive and all subsequent consecutive weekend worked and a part-time employee will receive premium pay for all hours worked on a third (3<sup>rd</sup>) consecutive and all subsequent consecutive weekends, save and except where:

- A) such weekend has been worked by the employee to satisfy specific days off required by such employee; or
- B) such employee has requested weekend work; or
- C) such weekend is worked as the result of an exchange of shifts with another employee.

#### Weekend Definition

A weekend shall be a minimum of forty-eight (48) consecutive hours off work during the period following the completion of Friday day shift (1900 hr) until the completion of the Sunday day shift (1900 hr).

Where an employee is scheduled to work and works overtime in conjunction with the normal completion time of the Friday day shift or the normal commencement time of the Monday day shift, such overtime will not be construed to be work performed on a weekend for the purpose of this Article.

It is understood that any tours of less than 7.5 hours worked during the weekend definition above will not trigger second consecutive weekend premium.

- xvi) Any violation of the scheduling regulations shall result in premium payment.

(d) PART-TIME ONLYi) Scheduling Regulations - Part-time

- A) A regular part-time employee must be available for work on a regular predetermined basis for a minimum of three (3) tours (33.75 hours) in a two (2) week period on the posted schedule.

Once the schedule has been posted, there is no obligation for a part-time employee to accept any additional shifts that may be offered.

- B) 1) The Employer agrees to schedule regular part-time employees, by seniority, according to their commitment on the posted schedule.
- 2) Where extra tours become available, they will first be offered on the basis of seniority to regular part-time employees provided that no employee will exceed her/his commitment as a result of being offered such extra tours where there are regular part-time employees who have not been offered their commitment of shifts.
- 3) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of seniority.
- 4) Where no regular part-time employee is willing to perform the available work the tour will be offered to casual part-time employees on the basis of seniority.
- 5) It is agreed that the Employer is not required to offer additional tours to part-time employees that would result in premium pay unless there is no other bargaining unit member available.

- (e) The paid hours of work on a regular extended tour shall be 11.25 hours. A standard tour shall consist of twelve (12) hours and normal tour hours will be from 0700 to 1900 and 1900 to 0700 hours, unless mutually agreed otherwise.

(f) Definition of Evenings and Nights

Evening shifts shall be 1500 hours to 2300 hours.  
Night shifts shall be 2300 hours to 0700 hours.

- (g) If the parties agree to implement extended tours on a permanent basis, the following will apply:



Introduction and discontinuation of a compressed work week (extended tour).

- i) A compressed work week shall be introduced into any unit when:
  - A) eighty per cent (80%) of the employees in the unit so indicate by secret ballot; and
  - B) the Home agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
- ii) A compressed work week may be discontinued in any unit when:
  - A) fifty per cent (50%) of the employees in the unit so indicate by secret ballot; or
  - B) the Home because of
    - 1) adverse effects on patient care,
    - 2) inability to provide a workable staffing schedule,
    - 3) other reasons which are neither arbitrary or unreasonable

states its intention to discontinue the compressed work week in the schedule.
- iii) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - A) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
  - B) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.
- (h) It is understood that there will be no additional cost factor to the Home by implementation of extended tours.
- (i) The parties agree to meet at the request of either party to discuss any concerns with extended tours or to discuss any changes to this Letter of Understanding.

13.06

The work schedules, as posted, shall not be construed to be a guarantee of a specific number of hours of work or of days of work per week.

13.07 Reporting Time

Where an employee is required to work for a short period of time beyond the end of that employee's tour in order to complete any shift report or to complete a service being rendered to a resident, such time shall be limited to fifteen (15) minutes. Should the time exceed fifteen (15) minutes then the entire period shall be considered overtime and the employee shall be paid premium pay accordingly.

13.08 Where a part-time employee is called in to work on short notice, the Employer shall allow a maximum of one hour reporting time, from the time of receiving the call in. Where the employee reports for duty within the one hour reporting time she/he shall be paid in accordance with Article 14.10.

**ARTICLE 14 - OVERTIME AND PREMIUM PAYMENT**

14.01 Employees shall not be scheduled or required to work in excess of normally scheduled hours or days without consent except in case of emergency.

14.02 Premium payment of one and one-half times her/his regular straight time hourly rate shall be paid to an employee as follows:

- (a) for all work performed in excess of seven and one-half (7½) hours in a twenty-four (24) hour period except as stated otherwise herein;
- (b) for all work performed as a result of a change in a posted schedule where an employee is not notified at least twenty-four (24) hours in advance of such change in schedule (this does not include additional call in shifts for Part-time Employees);
- (c) for all work performed on scheduled days off. A full-time nurse who works on her or his scheduled day off on a day which is a paid holiday shall receive two (2) times her or his straight time hourly rate.
- (d) for all work performed on her/his second consecutive and subsequent weekend worked (full-time); for all work performed on her/his third consecutive and subsequent weekend worked (part-time).
- (e) for all work performed in excess of thirty-seven and one half (37½) hours in a one week period (part-time).
- (f) Full-time:

Where less than forty-eight (48) hours is scheduled off following nights, premium pay will be paid for all hours worked on the first tour scheduled.

14.03 Overtime compensation of double her/his regular straight time hourly rate shall be paid to an employee for all work in excess of seven and one-half (7½) hours on a paid holiday or on a tour which she/he receives time and one-half (1½) her/his regular straight time hourly rate.

14.04 Effective April 1, 2016 an employee shall be paid a shift premium of two dollars and thirty-five cents (\$2.35) per hour for each hour worked which falls within the

hours defined as an evening shift and two dollars and seventy-five cents (\$2.75) for each hour defined as the night shift. Tour differential shall not form part of the employee's straight time hourly rate.

14.05 Overtime slips must be presented to the Director of Care for authorization. No overtime premium shall be paid where overtime worked by the employee was occasioned by her/his previous absence for personal reasons.

14.06 An employee may request time off with pay in lieu of paid overtime for all time worked at a time to be arranged between her/him and the Director of Care. Such time off shall amount to one and one-half (1½) times hours worked. All unused lieu time shall be paid out bi-annually on the last pay period in June and the last pay period in December of each year. When such lieu time has been scheduled and the employee is in receipt of WSIB, the employer shall return the time off to the employee's lieu bank to be rescheduled at a mutually agreeable later date.

14.07 Overtime premium or premium pay shall not be paid twice for the same hours worked.

14.08 Standby

An employee who is required to remain available for duty on standby shall receive an allowance of three dollars and forty-five cents (\$3.45) per hour. Where such standby duty falls on a paid holiday or assigned for the purpose of substituting for the Director of Care, the employee shall receive standby pay in the amount of five dollars (\$5.00) per hour. An employee on standby who is called in to work will be paid at one and one-half (1½) times her/his regular straight time hourly rate with a minimum of four (4) hours pay at one and one-half (1½) times her/his straight time rate for each call-back. Standby pay shall, however, cease when the employee is called in to work during the period of standby.

14.09 When an employee is required to travel with a resident, she/he shall be paid in accordance with Article 14.02 for all time spent until her/his return home. Expenses shall be paid with the approval of the Administrator.

14.10 An employee who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay.

14.11 Cancellation of Part-time Employees

Whenever an employer wishes to change the work schedule of a part-time employee the Director of Care or her/his designate shall give notice of the change at least twenty-four (24) hours in advance of the scheduled reporting time of the employee. In the event of failure to comply with this provision the employee shall receive seven and one-half (7½) hours pay.

14.12 Relieving the Director of Care

(a) A general staff nurse who substitutes for the Director of Care shall be paid a premium of one dollar and seventy cents (\$1.70) per hour for all work performed in addition to all other applicable premiums and her/his regular rate. When the Director of Care is scheduled to be absent for five (5) consecutive working days, a staff nurse will be assigned to substitute

for all five (5) days providing staff is available at their straight time hourly rate.

- (b) The Employer will designate a nurse as Nurse-in-Charge. The Nurse-in-Charge will be in charge of the Manor on days when the Director of Care is not in the Manor on afternoons, nights, weekends and paid holidays. A designated nurse-in-charge will receive a responsibility allowance of one dollar and twenty cents (\$1.20) per hour in addition to her/his regular salary.

14.13 Effective April 1, 2016, an employee shall be paid a weekend premium of two dollars and ninety cents (\$2.90) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon.

### **ARTICLE 15 - HOLIDAYS**

15.01 (a) All full-time employees shall receive the following holidays without loss of pay:

New Year's Day	Civic Holiday
January 2	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

In addition to the foregoing, full-time employees shall be entitled to three (3) floating holidays at a time to be mutually agreed upon between the employee and the Director of Care. To qualify for payment of a holiday an employee must meet the conditions established in the *Employment Standards Act* unless otherwise specified herein.

Article 15, except where specifically noted otherwise, will not apply to part-time employees whose holiday pay will be deemed to be incorporated into the percentage in lieu payment.

- (b) Holidays that are accumulated as a result of the Employer requesting an employee to work either Christmas Day or Boxing Day, such day(s) may be carried over into the following year until no later than March 31st.

15.02 (a) When a full-time employee works on a holiday she/he shall receive premium pay at the rate of time and one-half (1½) for all hours worked on such holiday and shall receive another day at 7.5 hours off with pay.

OR

She/he shall be paid straight time for all hours worked and she/he shall receive an additional day off with pay at a rate of time and one half (1 ½).

- (b) A part-time employee who works on a statutory holiday will be paid at the rate of time and one half for all hours worked on the holiday.

- 15.03 Employees on call on a holiday shall receive stand-by pay for all on call hours and in addition shall receive a compensating day off or pay in lieu thereof. If called in to work, an employee shall receive Premium Pay as provided in Article 14.08.
- 15.04 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 15.05 When a holiday falls within an employee's vacation period it shall be added to the end of her/his vacation or scheduled at a mutually agreeable time.
- 15.06 When an employee works on a holiday or when a holiday falls on a scheduled day off, compensating time off may be accumulated and taken at a mutually agreeable time. There shall be no greater accumulation than five (5) days.
- 15.07 The Employer shall arrange for paid holidays off to be divided equitably among the employees.
- 15.08 Employees who are in receipt of WSIB, ill or on bereavement leave on a paid holiday shall receive another paid day off in lieu of such holiday.

#### **ARTICLE 16 - VACATIONS**

- 16.01 All full-time employees shall be granted vacations without loss of pay as follows:
- 1.25 days for each month of employment for less than one (1) year service.
- Effective January 1, 1992:
- |                                |       |
|--------------------------------|-------|
| 3 weeks after 1 year service   | - 6%  |
| 4 weeks after 3 years service  | - 8%  |
| 5 weeks after 7 years service  | - 10% |
| 6 weeks after 15 years service | - 12% |
| 7 weeks after 25 years service | - 14% |
- 16.02 (a) Vacations may be taken at any time of the year and the Employer will grant requests where possible on a first come first serve basis, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.
- (b) For the months of July and August a request will be posted on February 1<sup>st</sup> through May 1<sup>st</sup> and shall be approved by May 30<sup>th</sup>. In the event of conflict, seniority shall prevail. Requests for full weeks of vacation will supersede any single day requests. Full weeks of vacation are defined as seven (7) consecutive days off.
- (c) Where possible the weekend prior to an employee's vacation shall be scheduled as a weekend off unless mutually agreed otherwise.
- (d) Prior to leaving on vacation employees shall be notified of the date and time on which to report for work following vacation.

- 16.03 (a) Vacation pay for full-time employees calculated on current earnings will be paid to each employee on the pay date immediately preceding her/his vacation, if requested by the employee at least two weeks in advance of her/his vacation period.
- 16.04 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.
- 16.05 (a) All part-time employees shall receive an annual vacation (with pay as set down below in accordance with her/his years of employment) as follows:
- |                    |                                      |
|--------------------|--------------------------------------|
| Less than one year | - 1.25 days for each month, prorated |
| 1 year or more     | - 3 weeks                            |
| 3 years or more    | - 4 weeks                            |
| 7 years or more    | - 5 weeks                            |
| 15 years or more   | - 6 weeks                            |
| 25 years or more   | - 7 weeks                            |
- (b) Vacation pay shall be paid biweekly based on applicable percentage of gross earnings as follows:
- |                                  |       |
|----------------------------------|-------|
| less than 3 years of employment  | - 6%  |
| less than 10 years of employment | - 8%  |
| 7 years or more of employment    | - 10% |
| 15 years or more of employment   | - 12% |
| 25 years or more of employment   | - 14% |
- i) A part-time employee's years of employment shall be calculated on the basis of time running from and including the day that the part-time employee became an employee of the Manor;
- ii) For purposes of clarity, years of employment shall not be calculated on the basis of a part-time employee's seniority, number of completed tours or years of service.
- 16.06 For the purpose of vacation entitlement, length of continuous service, for those employees who have elected to change their status from full-time to part-time or vice versa, shall mean combined service as both full-time and part-time.
- 16.07 Illness During Vacation
- Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.
- 16.08 Where an employee with less than one year employment requests a leave of absence for vacation the Employer will grant a period of two weeks with or without pay, with payment being based on earned entitlement. Such requests shall not be unreasonably denied.
- 16.09 Vacation Interruption due to Bereavement/Jury and Witness Duty
- When an employee's scheduled vacation is interrupted due to a bereavement or jury and witness duty, leave in accordance with Article 12.02 and 12.04 the

portion of the employee's vacation which is deemed to be bereavement leave or jury and witness duty will not be counted against the employee's vacation credits.

## **ARTICLE 17 - INSURANCE AND PENSION PLANS**

### 17.01 (a) O.H.I.P.

The Employer shall continue to pay one hundred percent (100%) of OHIP through the Employer Health Tax.

### (b) Semi-Private Coverage

The Employer agrees to contribute one hundred percent (100%) of the billed premium for semi-private hospitalization insurance for each full-time eligible employee.

### 17.02 Extended Health Plan

The Employer agrees to contribute seventy-five percent (75%) of the billed premium of a 10/20 deductible Extended Health Plan for each full-time eligible employee.

### 17.03 Dental Plan

The Employer agrees to contribute eighty percent (80%) of the billed premium for a dental plan for each full-time employee that provides the following benefits:

Examinations  
 Consultations  
 Specific Diagnostic Procedures  
 X-Rays  
 Preventative Services  
 Fillings  
 Extractions  
 Anaesthesia Services  
 Equivalent to Blue Cross #9, current ODA rates

Complete and partial dentures at 50/50 co-insurance to \$1500 maximum per person every twenty-four (24) months.

Such benefits shall be paid in accordance with the current Ontario Dental Association fee guides and shall be 10/20 deductible.

### 17.04 Life Insurance

(a) The Employer shall provide all employees with life insurance coverage of two (2) times annual earnings to the next higher \$1,000 if not already a multiple thereof and shall pay one hundred percent (100%) of the premium.

(b) The Employer shall provide a Double Indemnity Accidental Death and Dismemberment Plan and shall pay one hundred percent (100%) of the premium.

17.05 Long Term Disability Insurance

The Employer shall pay seventy-five percent (75%) of the billed premium for a long term disability plan for all full-time employees. The plan will provide coverage for sixty-six and two thirds percent (66  $\frac{2}{3}$ %) of an employee's gross earnings up to a maximum of three thousand two hundred dollars (\$3,200.00) per month. This shall become payable after an elimination period of one hundred and twenty (120) consecutive days (seventeen weeks) and will continue as long as the employee is disabled or until she/he reaches age 65, whichever comes first.

17.06 The Employer shall provide to the Union on an annual basis written confirmation from its insurance carriers that premiums for benefits have been paid.

17.07 Vision Care Plan

The cost of the plan will be shared equally between the Employer and the employee. The deductibles will be \$25.00 annually for individuals and \$50.00 for families. The vision care benefit will provide the following:

- (a) Ocular examination including refraction limited to not more than one in any continuous period of 24 months for an adult and not more than one in any continuous period of 12 months for dependent child.
- (b) Treatment of eye for accidental injury or disease.
- (c) Diagnostic services for suspected disease.
- (d) Cost of frames, lenses, and fitting of prescription glasses excluding any charges in excess of \$400.00 in any continuous period of 24 months.
- (e) The cost of fitting contact lenses prescribed as necessary for severe deformity of eye excluding any charges in excess of \$400.00 in any continuous period of 24 months.
- (f) Visual training by a licensed optometrist.

17.08 O.M.E.R.S.

The Ontario Municipal Employees' Retirement System (O.M.E.R.S.) Pension Plan shall be available to all full-time and part-time employees according to the terms and conditions of the plan.

17.09 (a) Sick Leave

- i) Full-time employees shall receive a sick leave bank of eight (8) days, on January 1st of each year for the sole purposes of short term illnesses or "topping off" benefits available under the weekly indemnity plan. These days shall not accumulate from year to year. Where an employee is in receipt of W.S.I.B. she/he may utilize her/his accumulated sick leave to "top off" W.S.I.B. benefits.



Note: A nurse who is hired into a full-time position shall receive a prorata portion of eight (8) days based on the proportion of the year left as at date of full-time hire.

(b) Weekly Indemnity Plan

The Employer shall pay one hundred percent (100%) of the billed premium of a Weekly Indemnity Plan based on sixty-six and two-thirds percent (66 2/3%) of earnings, payment being made after the first day when disability is due to accident or hospitalization and on the 5th day when disability is due to illness and to continue for seventeen (17) weeks.

- (c) An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser benefit she/he would receive from WSIB if her/his claim was approved or the benefit to which she/he would be entitled under the weekly indemnity plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If a claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits the employee would be entitled to under the weekly indemnity plan and long term disability plan as required.

- (d) Pre-employment medical examinations, and annual re-examinations and any tests required by the Employer or Legislation will be paid for by the Employer. The employee may choose her/his personal physician for all such examinations.

(e) Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program. Leaves covered under the *Employment Standards Act, 2000* and leaves under Article 12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

17.10 Benefits while on Sick Leave and/or Long Term Disability

The Manor agrees to continue its share of the premiums for Health and Welfare Benefits under Article 17 while an employee is on sick leave including the Unemployment Insurance period, or on Long Term disability to a maximum of thirty (30) months.

- 17.11 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 17.12 The Manor will ensure that all employees will be provided with a direct electronic payment process for drug and dental expenses as well as the ability to submit any other Extended Health Plan claims through an electronic process.

## **ARTICLE 18 - MISCELLANEOUS**

- 18.01 The Employer agrees to provide two (2) bulletin boards for the sole use of the Union.
- 18.02 A copy of this Agreement in mutually suitable form will be issued by the Employer, within thirty (30) days of signing, to each employee. The Employer shall bill the local Union for fifty percent (50%) of the costs.
- 18.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean plural.
- 18.04 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Employer which affect the members of the Union shall be provided to the Union.
- 18.05 The Employer shall provide adequate parking space without charge.
- 18.06 Uniform Allowance
- All full-time employees shall be paid a uniform allowance of \$15.00/month
- All part-time employees shall be paid a uniform allowance of \$12.00/month
- 18.07 The Manor undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Manor has decided to introduce which will significantly change the status of the employee within the bargaining unit.
- The Manor agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.
- Where computers are introduced into the workplace and employees are required to utilize those computers in the course of their duties, the Manor agrees that necessary computer training will be provided at no cost to the employees involved.
- 18.08 Prior to effecting any changes in rules, policies, job descriptions, working conditions, etc., which affect employees covered by this agreement, the Employer will discuss the changes with the Union-Management Committee and provide copies to the Union-Management Committee.

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

## **ARTICLE 19 - COMPENSATION**

- 19.01 (a) All employees shall be compensated for their services in accordance with Appendix "A" and Appendix "B".

(b) Graduate Non-Registered Nurse

A graduate nurse on presentation of registration or proof of success in passing her/his registration examination, shall be given registered nurse's salary retroactive to date of employment or date of writing examination, whichever is the later.

A nurse whose status is changed from non-registered to registered shall retain her/his increment level and her/his service review date.

- 19.02 All employees currently employed and as employed shall receive recognition for education preparation and for recent related clinical experience to their position as follows:

Experience

- (a) All presently employed employees shall be slotted on the salary grid in accordance with their service with the Manor including any credit for past experience that any employee may have received prior to the implementation of the Collective Agreement.

- (b) All newly employed employees shall receive recognition for recent related clinical experience to their position as follows:

- i) A claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Manor by providing verification of previous experience so that her/his recent related clinical experience may be determined and evaluated during her/his probationary period. Having established the recent related clinical experience, the Manor will credit a new employee with one (1) annual service increment for each year of experience up to the maximum on the grid.

If a period of more than two (2) years has elapsed since the employee has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Manor. The Manor may also give effect to part-time nursing experience in special circumstances.

Within two (2) weeks following a nurse's termination of employment, the Employer will provide her or him with a letter detailing her or his years of experience in the employment agency.

In the case of part-time employees, such experience shall be expressed as hours worked.

- ii) Annual increments shall be payable on each full-time employee's anniversary date of employment, and after each 1500 hours in the case of part-time employees.
- iii) Employees who elect to transfer from full-time to part-time and vice versa will receive full recognition.

19.03 When a new position appropriately covered by this Agreement is established, the salary shall be negotiated. If the parties are unable to agree such dispute may be submitted to arbitration. The salary shall be retroactive to the time that the position was first filled by the employee.

19.04 Retroactivity

All provisions are effective on the date of ratification. Hourly wage increase (Appendix A) will be retroactive to April 1, 2016.

The Employer will contact former employees at their last known address on record with the Employer, with a copy to the Association, within thirty (30) days of the date of ratification to advise them of their entitlement.

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

North Centennial Manor will endeavour to issue separate cheques for any retroactive pay.

**ARTICLE 20 - RENEWAL**

20.01 This Agreement shall continue in full force and effect up to and including March 31, 2018.

If either party desires to modify or amend this Agreement, it shall give the other party notice in writing not earlier than ninety (90) days before the expiry date of its election to do so.

During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

**ARTICLE 21 - WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAMME**

- 21.01 (a) The Employer will notify the Bargaining Unit President of the names of all employees off work due to a work related injury.
- (b) Prior to any employee returning to work on a modified work program, the Employer will notify and meet with the employee, a member of the local executive and a staff representative of the Ontario Nurses' Association, to

discuss the circumstances surrounding the employee's return to suitable work.

- (c) The Employer agrees to provide the employee with a copy of the Workplace and Safety Insurance Board Form 7 at the same time as it is sent to the Board.

21.02 If an employee becomes partially disabled and unable to carry out completely the functions of her/his position, the Employer will endeavour to find alternate employment within the Manor for that employee.

21.03 Reduced Hours for Medical Reasons

Full-time employees may be granted voluntary transfers to accommodate a shorter work week on the written advice of a physician. Such a transfer will not exceed three (3) months in length. At the end of the period of transfer, the employee must indicate whether or not she/he will resume her/his regular work week. The employee on transfer will be guaranteed twenty-four (24) hours of work per week unless otherwise specified by the physician. No employee shall have more than one such transfer in any three year period. There shall be no change in vacation entitlement or in fringe benefits.

21.04 Accommodation of Disabled Workers

The Employer and the Union recognize their joint duty to accommodate employees with disabilities.

21.05 Return to Work Plan

When it has been medically determined that an employee is ready to return to work, the Home and the Union will meet with the affected employee and the Director of Care to create and recommend a return to work plan. The Plan will include developing and recommending strategies for:

- (a) Integrating accommodated workers back into the workplace;
- (b) Educating employees about the legal, personal, organizational aspects of disabled workers to work;
- (c) In creating a return to work plan, the Home and the Union will examine the disabled employee abilities and accommodation needs to determine if the employee can return to her/his:
  - i) original position;
  - ii) original position with modifications to the work area and/or equipment and/or the work arrangement.

**ARTICLE 22 - JOB SHARING**

22.01 If the Manor agrees to a job sharing agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Director of Care.
- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as with other employees as provided by the Collective Agreement.
- (e) The job sharers will be covered by the part-time provisions of the Collective Agreement and paid the percentage in lieu of benefits.
- (f)
  - i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
  - ii) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.
- (g) Coverage:
  - i) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 14 of the Collective Agreement.
  - iii) This agreement does not preclude a job sharer applying to a temporary position.

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Director of Care, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

#### Implementation

- (h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (i) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half of the position posted. The other half of

the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

- (j) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation:

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

It is understood and agreed that if the original full-time employee wishes to return to her/his full-time position all other involved employees will revert to their former positions.

DATED AT KAPUSKASING, ONTARIO THIS "16" DAY OF "March", 2017.

FOR THE EMPLOYER

FOR THE UNION

"C. Tremblay"  
Administrator

"A. Furlott"  
Labour Relations Officer

"D. Dubé"

"S. Guertin"

"W. Tremblay"

\_\_\_\_\_

"D. Belisle"

\_\_\_\_\_



**SCHEDULE "A"**

<b><u>S</u></b>	<b><u>M</u></b>	<b><u>T</u></b>	<b><u>W</u></b>	<b><u>T</u></b>	<b><u>F</u></b>	<b><u>S</u></b>	<b><u>S</u></b>	<b><u>M</u></b>	<b><u>T</u></b>	<b><u>W</u></b>	<b><u>T</u></b>	<b><u>F</u></b>	<b><u>S</u></b>	<b><u>S</u></b>	<b><u>M</u></b>	<b><u>T</u></b>	<b><u>W</u></b>	<b><u>T</u></b>	<b><u>F</u></b>	<b><u>S</u></b>
D	D	D	D	D	O	O	O	E	E	E	E	E	O	N	N	N	N	O	O	D
O	E	E	E	E	E	O	N	N	N	N	O	O	D	D	D	D	D	D	O	O
N	N	N	N	O	O	D	D	D	D	D	D	O	O	O	E	E	E	E	E	O

3 Full-time Registered Nurses to alternate on days, evenings and nights.

**APPENDIX "A"****CLASSIFICATION - REGISTERED NURSE**

	Effective April 1, 2016	Effective April 1, 2017
START	\$31.45	\$32.21
1 YEAR	\$31.91	\$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

**APPENDIX "B"****COMPENSATION - PART-TIME EMPLOYEES****Percentage in Lieu of Fringe Benefits - Part-time**

As part-time employees are not eligible to any benefits as set out in Article 15 (Holidays), Article 17 (Benefits) in the Collective Agreement, they shall be paid as follows:

$$\frac{(\text{monthly rate of full-time classification} \times 12)}{260} + 14\%$$

If an employee is enrolled in the Ontario Municipal Employees Retirement System the above calculation will be utilized substituting 10% for 14%.

**APPENDIX "C"****LIST OF CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

1. Ms. Carol Lynn Anderson  
16151 Old Simcoe Rd.,  
PORT PERRY, ON L9L 1P2  
Tel: (905) 982-1366  
Email: [carola@bell.net](mailto:carola@bell.net)
  
2. Ms. Judith A. Peterson  
5 Pod's Lane  
Oro-Medonte, ON L0L 2L0  
Telephone: (705) 835-6569
  
3. Ms. Anita Robertson  
198 Corner Ridge Road  
AURORA, ON L4G 6L5  
Telephone: (905) 727-3072  
Fax: (905) 727-3624  
Email: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

**APPENDIX "D"**

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

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

**SECTION 1: GENERAL INFORMATION**

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Employer: \_\_\_\_\_ Unit//Floor/Pod: \_\_\_\_\_

# of Beds in Unit/Home: \_\_\_\_\_ Unit//Home Census this Shift: \_\_\_\_\_

Date of Occurrence: 

Day	Month	Year
-----	-------	------

 Time : \_\_\_\_\_ 7.5 hr. shift  11.25 hr. shift  Other: \_\_\_\_\_

Is this a Specialty Unit? Yes  No

Name of Supervisor/Charge Nurse: \_\_\_\_\_ Date/ 

Day	Month	Year
-----	-------	------

 Time notified: \_\_\_\_\_

**SECTION 2: DETAILS OF OCCURRENCE**

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**SECTION 3: WORKING CONDITIONS**

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

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

\*as defined by your unit/floor/pod

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

Absence/Emergency Leave	<input type="checkbox"/>	Sick Call(s)	<input type="checkbox"/>	Vacancies	<input type="checkbox"/>
Management Support available on site?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>		
On Standby?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>	On Call?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Did they respond?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>	Did they resolve the issue?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

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

i) Assigning:

Could you assign staff according to their abilities?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Did you have time to determine what staff was most likely to need your help?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Did you have time to provide necessary support and supervision?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>

ii) Communication:

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

iii) Leadership/Supervision:

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

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

<input type="checkbox"/> Facilitating	<input type="checkbox"/> Role model/mentor	<input type="checkbox"/> Advocating/promoting quality care
<input type="checkbox"/> Resource person	<input type="checkbox"/> Problem solver	<input type="checkbox"/> Team collaborator

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

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

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

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Number of residents on infectious precautions \_\_\_\_\_ Type of Precautions: \_\_\_\_\_

# of Admissions \_\_\_\_\_ # of Deaths \_\_\_\_\_ # of Transfers to Hospital \_\_\_\_\_

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

---



---

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

Communication/Process Issues       Home in enhanced compliance monitoring

Drs. Days Non-Nursing Duties. Please specify:

---



---

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

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

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#### SECTION 5: REMEDY

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

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

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#### SECTION 6: RECOMMENDATIONS

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

- Inservice
- Change unit layout
- Adjust RN staffing
- Input into how compliance recommendations are implemented
- Change Start/Stop times of shift(s). Please specify:

- Orientation
- Float/casual pool
- Adjust support staffing

- Review nurse/resident ratio
- Review policies & procedures
- Replace sick calls/LOAs, etc.

Equipment/Supplies. Please specify:

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Other. Please specify:

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**SECTION 7: EMPLOYEE SIGNATURES**

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

**SECTION 8: MANAGEMENT COMMENTS**

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

Yes  No  If yes, date: \_\_\_\_\_

Provide details:

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

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**SECTION 9: RESOLUTION**

Is the issue resolved? Yes  No

If yes, how is it resolved?

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

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

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

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Dated: \_\_\_\_\_

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

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

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

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

### **PROBLEM SOLVING PROCESS**

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

**TIPS FOR COMPLETING THE FORM**

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

**APPENDIX "E"**

**O.N.A. GRIEVANCE FORM**

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