

COLLECTIVE AGREEMENT

BETWEEN:

PINE VILLA NURSING HOME INC.
(hereinafter referred to as the "Home")

AND:

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

Expiry Date: June 30, 2016

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	3
ARTICLE 4 - NO DISCRIMINATION.....	4
ARTICLE 5 - NO STRIKES AND LOCKOUTS.....	5
ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES.....	5
ARTICLE 7 - UNION SECURITY.....	7
ARTICLE 8 - OCCUPATIONAL HEALTH AND SAFETY.....	8
ARTICLE 9 - GRIEVANCE PROCEDURE.....	11
ARTICLE 10 - SENIORITY	15
ARTICLE 11 - LAYOFF AND RECALL.....	18
ARTICLE 12 - LEAVES OF ABSENCE.....	19
ARTICLE 13 - ACCESS TO FILES	26
ARTICLE 14 - PAID HOLIDAYS	26
ARTICLE 15 - VACATIONS.....	27
ARTICLE 16 - HOURS OF WORK AND SCHEDULING.....	29
ARTICLE 17 - HEALTH PROGRAM	38
ARTICLE 18 - MISCELLANEOUS	40
ARTICLE 19 - PROFESSIONAL RESPONSIBILITY.....	41
ARTICLE 20 - ORIENTATION AND INSERVICE.....	43
ARTICLE 21 - RETIREMENT AND DISABILITY.....	44
ARTICLE 22 - DURATION	45
APPENDIX "A" - SALARY SCHEDULE.....	46
RATES OF PAY	46
APPENDIX "B"	47
PROFESSIONAL RESPONSIBILITY.....	47
LETTER OF UNDERSTANDING	48
Re: Nursing Hours.....	48
LETTER OF UNDERSTANDING	49
Re: Paid Holidays.....	49
SCHEDULE A	50
CERTIFICATE OF EMPLOYEE CONFIRMING ABSENCE DUE TO PERSONAL ILLNESS OR INJURY.....	50

SCHEDULE B51
MEDICAL CERTIFICATE OF INABILITY TO WORK OR READINESS TO RETURN TO
WORK DUE TO/FOLLOWING PERSONAL ILLNESS OR INJURY 51

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides the means for prompt settlement of grievances and establishes salaries, hours of work and other conditions of employment.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 The Home undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Home recognizes the Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Pine Villa Nursing Home Inc. in Stoney Creek, Ontario, save and except Director of Nursing and those above the rank of Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- i) Full-Time
A full-time nurse is a nurse who is regularly scheduled to work thirty-seven and one-half (37½) hours per week.
 - ii) Regular Part-Time
A regular part time nurse is a nurse who is regularly scheduled to work less than thirty-seven and one-half (37½) hours per week and who makes a commitment to be available on a regular predetermined basis. The commitment to be available is as follows:
 - (a) Is available eleven (11) months of the year;
 - (b) Is available to work Christmas or New Years;
 - (c) Is available to work at least three (3) paid holidays in addition to the above;
 - (d) Is available to work one (1) weekend in two (2).
 - iii) Casual
A casual part-time nurse means a nurse who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such a nurse has the option of refusing work when it is made available to her. However, it is also understood that a casual

part-time nurse cannot unreasonably or consistently refuse to work shifts.

2.03 A Registered Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act* and the *Nursing Act*.

2.04 A nurse who holds a Temporary Class Certificate of Registration issued by the College of Nurses of Ontario must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he may be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the *Ontario Human Rights Code*.

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired June 30, 2011, where applicable.

2.05 The word "Nurses" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

2.06 Where the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires.

2.07 Work normally performed by members of the bargaining unit shall not be contracted out or done by persons outside of the bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation, including non- available full-time or part-time bargaining unit employees. Reassignment to other employees of work normally performed by members of the bargaining unit shall not result in any termination, layoff or reduction in hours of any member of the bargaining unit employed at the time of the reassignment.

When it is decided to not fill a position following a nurse's resignation, the Home will provide the rationale in writing for this decision to the Association. The Association may request a meeting to make representation on this matter.

The Home will make ongoing best efforts to reduce any use of agency personnel.

2.08 Minimum Staffing

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

The assignment of resident care duties, including the delegation or direction of duties by the members of the bargaining unit to other health care providers,

shall be in accordance with *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Home policy related thereto shall meet those requirements.

- 2.09 Nurses are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this article modifies or changes any interpretation under Article 2.01, nor does it prejudice the nurses' continued membership in the bargaining unit or the nurses' entitlement to qualify and receive benefits as outlined in this agreement.
- 2.10 The Home agrees to abide by the *Nursing Home Act* and Regulations as they may be amended from time to time with respect to staffing.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Home agrees to exercise its functions under this Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Collective Agreement.
- 3.02 The Association recognizes and acknowledges that the management of the Home and the direction of the working force are fixed exclusively in the Home, and without restricting the generality of the foregoing, the Association acknowledges and recognizes that it is the exclusive function of the Home:
- (a) To determine and establish procedures for the operation of the Home in order to maintain order, discipline and efficiency in connection therewith;
 - (b) To establish from time to time, reasonable rules and regulations, policies and practices to be observed by the nurses of the Home, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement, with government regulations pertaining to the care of residents and with accepted standards of nursing care;
 - (c) To hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend or discipline nurses, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that a nurse has been discharged without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) To manage and operate the Home in all aspects in accordance with the Home's obligations, which aspects, without restricting the generality of the foregoing, include but are not limited to:
 - i) Determining the nature and the kind of business of the Home, determining the location of premises, determining equipment and material to be used, controlling material and equipment;
 - ii) Determining the content of jobs and directing the workforce, including the planning and controlling of the Home's operations, the scheduling of supervisory personnel, the scheduling of work for nurses required for the Home's purposes, the combining or

splitting up of departments and the increase or reduction of personnel;

- iii) Introducing new and improved facilities and methods for the efficient operation of the Home.
- (e) To exercise any of the rights, powers, functions or authorities which the Home had prior to the signing of this Agreement, except those rights, powers, functions or authorities specifically abridged or modified by this Agreement.

3.03 Prior to affecting any changes in rules or policies which affect nurses covered by this Agreement, the Home will discuss the changes with the Association and provide copies to the Association.

ARTICLE 4 - NO DISCRIMINATION

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

The Home, the Association and all employees agree that there will be no discrimination, interference, intimidation or coercion exercised or practiced with respect to any nurse in regards to her race, creed, colour, sex, age, national origin, political or religious affiliation, marital status, place of residence, sexual orientation, gender identity, gender expression, disability or exercised under the *Ontario Human Rights Code*, or any other factor not pertinent to the nurse's employment nor by reason of her/his membership or activity in the Association or while exercising her rights under the Collective Agreement.

4.02 "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, gender identity, gender expression, 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)].

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

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

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

An employee who believes that she has been harassed, contrary to this provision shall be encouraged by both parties to follow the Home’s policy on harassment. Failing resolution, an employee may follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 9 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with any other jurisdictions.

4.03 Whistle Blowing Protection

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

ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5.01 The Association agrees that there will be no strikes, and the Home agrees that there will be no lockouts in the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act* as amended from time to time.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Home will recognize the following:

- (a) A Nurse Representative. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of up to two (2) nurses, one of whom shall be the Nurse Representative.

The Nurse Representative shall attend Step II grievances when requested by either party.

- (c) A Negotiating Committee of up to two (2) nurses, one of whom shall be the Nurse Representative.

The Nurse Representative shall attend negotiating meetings.

- (d) A Union-Management Committee composed of an equal number of representatives of the Home and the Union (whose representatives shall be as outlined in Article 6.01(c)) shall meet as required by either party, but

no less than once quarterly. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties. The role of chair person shall rotate between the parties.

- (e) The Home agrees to recognize an Occupational Health and Safety Committee, the membership and responsibilities of which are described in Article 8 herein.
- (f) All joint Employer Union meetings noted above shall be scheduled during the nurse's working hours. The parties will schedule such meetings at a mutually agreeable time. The Home will provide replacement staff where operationally required.

6.02 The Association agrees to notify the Home in writing of the names of the Nurse Representatives referred to in Article 6.01 herein immediately upon their appointment, selection or replacement by the Association.

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

- (b) The Home agrees that members of the negotiating committee shall not suffer any loss of pay for time necessarily spent during scheduled shifts in negotiations with the Home for a renewal Agreement up to, and including, arbitration.

6.04 The Home agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator which will not be unreasonably withheld.

6.05 The Home agrees to provide the Nurse Representative as defined in Article 6.01 (a) time within the Orientation Program in order to meet with newly hired nurses for a period not to exceed fifteen (15) minutes. Where the Labour Relations

Officer is the designated Union representative, the Employer shall contact the Labour Relations officer to arrange a time for the interview.

- 6.06 All references to officers, representative and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit who are employed by the Employer.
- 6.07 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

ARTICLE 7 - UNION SECURITY

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

- 7.02 The Home will send to the Union monthly, following such deductions, its cheque for the dues so deducted, along with a list of the names and the amount of such deduction for each nurse. The list shall show the Social Insurance number of each nurse, terminations, new hires, leaves of absences and the initial list shall contain, as well, the status of each nurse (full time or part time), the address and phone number of each nurse. The report will identify the name of the facility and the month from which the dues are remitted. At least twice per year, the Home will provide the members' current addresses and phone numbers with the dues lists. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

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

It is understood first and last names will continue to be provided and hire date for new hires (where the system allows).

- 7.03 The Association will indemnify and save the Home harmless from any and all claims which may be made against it by a nurse or nurses for amounts deducted from pay as provided by this Article and for any action taken by the Home at the request of the Association.
- 7.04 All dues deducted from the pay of each nurse in the previous year shall be indicated on the T-4 slip provided to each nurse for income tax purposes by the Home.

ARTICLE 8 - OCCUPATIONAL HEALTH AND SAFETY

8.01 The Home and the Association agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

8.02 The Home agrees to constitute a Joint Health and Safety Committee (JHSC) in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) representative selected or appointed by and from the Bargaining Unit.

8.03 The Committee shall identify potential dangers and hazards and recommend means of improving health and safety programs and actions to be taken to improve conditions related to occupational health and safety.

8.04 The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

8.05 Meetings shall be held at least every second month at a time convenient to the members of the Committee and more frequently if the committee decides. Minutes of such meetings shall be recorded and copies shall be sent to the Committee members within two (2) weeks following the meeting. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

8.06 All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be time worked for which she shall be paid by the Home at her regular rate or overtime rate, as may be applicable, and she shall be entitled to such time from her work, as is necessary.

8.07 The parties will abide by the *Occupational Health and Safety Act*.

8.08 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 joint Labour Management Committee and Joint Health and Safety Committee will include aggressive residents.

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

- i) Designing safe procedures for employees.
- ii) Providing training appropriate to these policies.

- iii) Reporting all incidents of workplace violence.

8.09 Violence in the Workplace

- (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 and severe verbal abuse. The parties agree 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 Home agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
- (c) The Home will report all incidents of violence to the Joint Health and safety Committee for review.
- (d) The Home agrees to provide training and information on the prevention of violence to all nurses who come into contact with potentially aggressive persons. This training will be done during a new nurse's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, The Home will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- (f) The Home will consider requests for 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.

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

8.11 The Home will review with the Joint Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not limited to be limited to:

- i) Designing safe procedures for nurses.
- ii) Providing training appropriate to these policies

- iii) Reporting all incidents of workplace violence.

8.12 The Home shall:

- i) Inform nurses of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) Inform nurses regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.

- iii) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

8.13 A nurse shall,

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

8.14 Injured Workers Provisions

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

8.15 Infectious Diseases

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

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including

surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

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

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care or designate at the first opportunity.

9.02 In all steps of this grievance procedure an aggrieved employee, if she so desires may be accompanied by or represented by her nurse representative. At Step 1 of the grievance procedure a representative of the Ontario Nurses' Association may be present at the request of either party.

The Home agrees that where an employee is required to attend a meeting with the Home that may lead to disciplinary action, the home will inform the employee of the purpose of the meeting and advise they will require a nurse representative.

9.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or union representative will bring it to the attention of the Director of Care or designate to settle such differences within ten (10) days of the occurrence.

Step No. 1

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

Step No. 2

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

9.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor. Union grievances shall be set on the union grievance form. Alternately, the parties may agree to an electronic version of this form and a process for signing.

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

9.06 Saturday, Sunday and designated paid holidays shall not be counted in determining the time within which any action is to be taken or completed under the grievance procedure.

9.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.08 Discharge Grievance

(a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. When an employee is discharged or suspended, the affected employee shall be advised within seven (7) calendar days in writing by the Home as to the reason for such discharge or suspension. An allegation of action contrary to this clause may be taken up as a grievance.

(b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

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

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

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

9.10 Policy Grievance - Union Grievance

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

9.11 Policy Grievance - Employer Grievance

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

- 9.12 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. 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 the 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 the request of either party.
- (b) Within thirty (30) calendar days of the receipt of notice referred to in Article 9.12 (a) above, either party may require a process for a sole arbitrator, where the grievance concerns:
- i) A job posting
 - ii) A short term layoff
 - iii) Responsibility pay, premiums, overtime and call-in pay
 - iv) Entitlement to leave
 - v) Scheduling issues
 - vi) Any other grievance as mutually agreed

All reference in Article 9 to an Arbitration Board shall be taken to include a sole arbitrator.

Once appointed the sole arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 9.17.

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

Article 9.19 will apply to this Article, except where specifically modified by this Article

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

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

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

9.14 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

9.15 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.

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

9.17 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.

9.18 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

9.19 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairperson.

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

9.21 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be defined as the length of continuous service with the Home since the date of last hire, subject to Article 10.06 and any other related provision of the collective agreement.

10.02 Seniority for part-time nurses shall be based on hours worked since the date of last hire. It is recognized that fifteen hundred (1500) hours worked equals one (1) year of full-time service.

Part-time nurses shall accumulate seniority and service on the basis of 1500 hours paid equals one (1) year of seniority and service subject to Article 10.06 and any other related provision of the collective agreement.

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

10.03 A newly hired full-time nurse must successfully complete a probationary period of four hundred and fifty (450) hours worked. Upon completion of the probationary period, seniority shall run from the date of last hire.

For regular part time nurses the probationary period will be four hundred and fifty (450) hours worked or six (6) calendar months, whichever occurs first.

For casual and relief part time nurses the probationary period will be three hundred and sixty (360) hours worked or eight (8) calendar months, whichever occurs first.

10.04 The Home agrees to keep a seniority list for all Bargaining Unit Nurses and to post same in a conspicuous place. The Home shall supply the Association with a seniority list annually. The seniority list shall be updated annually and posted and forwarded to the Association no later than the 31st day of January in each year. Information pertaining to interim seniority changes will be made available to the chief Nurse Representative at the Administrator's office.

10.05 The Home agrees that in filling positions governed by Article 10.07, the Home will consider the qualifications, experience, skill and ability of the individual to perform the work normally required. In the case where two (2) or more nurses exhibit relatively equal qualifications, experience, skill and ability, seniority at the time of the job posting shall be the determining factor.

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

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

- i) When on leave of absence with pay;
- ii) When on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;

- iii) Generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment Insurance or absence due to illness or injury. For part-time nurses, accumulation will be based on the nurse's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceeds thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
- iv) 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 a nurse is absent from work under the following circumstances:
 - i) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - ii) When on illness absence not paid by the Home for a period up to thirty (30) months;
 - iii) When absent on lay off in excess of 30 months;
 - iv) When in receipt of Workers' Compensation as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months;

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

- (c) A nurse shall lose all service and seniority and shall be deemed to have terminated if she:
 - i) Resigns or retires;
 - ii) Is discharged for just cause and is not reinstated through the grievance or arbitration procedures provided for herein;
 - iii) Has been absent due to layoff for a continuous period of longer than thirty (30) months;
 - iv) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing a satisfactory reason to the Home;
 - v) Fails to return to work (subject to the provisions of 12.06 (c) (iv))

upon terminations of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted.

- vi) Fails to return to work within fourteen (14) calendar days following a layoff after being notified by registered mail to do so, unless through sickness or other just cause she is unable to do so; it shall be the responsibility of the nurse to keep the Home informed of her current address;
- vii) Is absent due to work or non-work related illness or injury for a period of thirty six (36) months, and there is no reasonable likelihood the nurse will return to work within the foreseeable future;

Note: The Union and the Home agree to abide by the *Human Rights Code*.

10.07 In the event new nursing positions are created or the Home wishes to fill vacancies in existing positions, the Home will post such new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications and classifications required and the shift to be filled in order that any interested nurse may apply. In the event no qualified nurse applies, then the Home may hire a new nurse from an outside source. The name of the successful applicant will be posted by the Home. If requested, a copy of the job posting shall be given to the Bargaining Unit President at time of posting, it being understood that this administrative exercise in no way inhibits the process or completion of the job posting process.

- 10.08
- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to hiring new employees from outside the nursing Employer. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time employees such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy.
 - (b) A part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.
 - (c) The employee shall have the right to return to her former position upon return of the employee whose position she is filling.
 - (d) If no internal applicant is qualified to perform the required work, the Employer may fill the vacancy from outside the bargaining unit.

10.09 Positions Outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity

to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks' notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.

Note: Where at any time prior to the date of the ratification/award an employee commences a promotion to a permanent position outside the bargaining unit, the employee will retain their right to be credited with service and seniority while outside the bargaining unit if she/he is returned to the bargaining unit within three (3) months.

- (b) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

ARTICLE 11 - LAYOFF AND RECALL

11.01 (a) Lay-off and Recall

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

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

Recall to a regular part-time or full-time position shall be in reverse order of seniority. A nurse 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.

The Home and Association will meet and discuss the lay-offs at the earliest opportunity. The discussion will include the service which the Home will undertake after the lay-off.

(b) Lay-off and Recall - Long Term

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

- i) Provide the Union with at least ninety (90) days notice, or the

notice given to the most senior employee laid off, whichever is greater;

- ii) Meet with the Union to review the following:
 - (A) The reasons causing lay-off;
 - (B) The service which the Home will undertake after the lay-off.
 - (C) The method of implementation, including areas of cutback and the nurses to be laid off.

- 11.02 No new nurse will be hired where there is a nurse(s) on lay-off.
- 11.03 It is understood that permanent or long-term nature means a lay-off which will be longer than eight (8) weeks.
- 11.04 Notice of lay-off shall be in accordance with the *Employment Standards Act*.
- 11.05 Severance pay will be in accordance with the provisions of *Employment Standards Act*.
- 11.06 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, such consent not to be unreasonably withheld when shown to be in the best interests of residents.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal leave of absence

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

12.02 (a) Local Union Leave

The Home agrees to grant leaves of absence without pay, to nurses by the Association to attend Association business, including conferences and conventions. During such leave of absence for a full-time nurse, here salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home in the amount of the daily rate of the nurse. The maximum leave taken under this clause shall be thirty (30) days in a calendar year for the Bargaining Unit).

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

A nurse 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 as she or he may require without loss of seniority and benefits. This provision covers a nurse who may also be elected to the office of Secretary-Treasurer or President-Elect. Nurses shall continue to accrue seniority and service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 12.02 (a) above. During such leave of absence for a full-time nurse, her salary and applicable benefits shall be maintained by the Home, and the Association agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. Reasonable notice – sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence.

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

An employee who is elected to the office of the President of the Ontario Nurses' Association shall be granted upon request a leave of absence without loss of seniority or benefits, shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence for a full-time nurse, her salary and applicable benefits shall be maintained by the Home and the Association agrees to reimburse the Home to the amount of the full cost of such salary and applicable benefits. The nurse agrees to notify the Home of her intention to return to work at least two (2) weeks prior to the date of return.

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

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

- (e) The Home agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b), and (c), and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, vacation pay (where such employee is paid a percentage of earnings) and pension and/or percentage in lieu contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

12.03

Bereavement Leave

- (a) Upon the death of a nurse's spouse, spouse to include same sex partner, child or stepchild, a nurse shall be granted leave up to a maximum of five

(5) consecutive calendar days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Home. Part-time employees will be credited with seniority and service for all such leave.

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

- (b) When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) consecutive days without a loss of pay around the date of the funeral or equivalent service provided that the nurse must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as parent, step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather and grandchildren.

Where a nurse does not qualify under the above the Home can grant a bereavement leave at its discretion.

- (d) A nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the nurse cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the nurse shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (e) A nurse will not be eligible to receive payment for any period in which she is receiving any other payments. For example, holiday pay, vacation pay or sick pay.
- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence, per 12.01, in addition to bereavement leave. Permission for such leave shall not be unreasonable withheld.

12.04

Pregnancy and Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date

originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu, and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

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.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.

- (h) An employee who is on parental leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his regular weekly earnings (which for part-time employees shall include percentage-in-lieu, and the sum of her/his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her/his last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks)

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.

- (i) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.

12.05

Jury and Witness Duty

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

- (a) Shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances;
- (b) Presents proof of service requiring her attendance;
- (c) Deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses paid by the employee and received from the authorities for necessary travel, accommodations and meals;
- (d) Will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to the afternoon shift, she shall not be required to attend court

and then report for duty the same day; and

- (e) Will not be required to work on the night shift prior to such duty. Where the employee's presence is required in court past 1700 hours, she shall not be required to attend work for her night shift commencing later that day.
- (f) Where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the 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 in accordance with Articles 16.

12.06 Where any leave of absence without pay exceeds thirty (30) or more consecutive calendar days, credit for seniority and wage increase will not accumulate after the expiry of the first thirty (30) days.

12.07 Professional and Education Leaves

Leave of absence with pay or without pay may be granted to nurses to attend professional and educational meetings, courses, or other events which may be judged beneficial to the nurse's professional development, especially as it relates to her responsibilities with the Home.

Where a nurse is required by the Home to attend a course or workshop, the Home agrees to pay any applicable fee and the Home agrees to compensate such employees for the time off from work as the result of attending the course.

Professional leave with pay will be granted to full-time or regular part-time nurses who are elected to the College of Nurses or the Registered Nurses Association of Ontario to attend regularly scheduled meetings of the College of Nurses or the Registered Nurses Association of Ontario subject to the following limitations:

- i) No more than one (1) employee may be absent at one time;
- ii) Employees must provide at least thirty (30) calendar days notice in writing;
- iii) Provided that such leave may be arranged without undue inconvenience to the normal operation of the Nursing Home.

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

12.09

Effect of Absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB, and will continue to pay its share of the premium for the benefit plans in accordance with the *Employment Standards Act* for employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the Home to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.

For purposes of this provision, it is understood and agreed that any absence under Article 17 shall be considered a leave with pay.

- (g) It is understood that an employee who chooses to continue benefits under a), b) or f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

12.10 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.
- (c) Subject to any changes in 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 position.

12.11 Military Leave

A nurse will be granted unpaid Military Leave in accordance with the *Employment Standards Act*. The nurse will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.

ARTICLE 13 - ACCESS TO FILES

- 13.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Home against the nurse.

Each nurse shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor. A copy of the evaluation will be provided to the nurse at her request.

No document shall be used against a nurse where it has not been brought to her attention in a timely manner.

Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.

ARTICLE 14 - PAID HOLIDAYS

- 14.01 (a) A full-time employee who otherwise qualifies hereunder shall receive the following twelve (12) paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

Victoria Day	Family Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Nurse's Birthday	Easter Sunday

If any other day is proclaimed as a legal holiday by the Government of Canada or Ontario such legal holiday will replace the Nurses' Birthday.

- (b) In order to qualify for any of the above holidays, a nurse must work her scheduled work day immediately preceding and work her scheduled work day immediately following the holiday, unless the absence is due to an authorized leave of absence.
 - (c) Holiday pay will be computed on the basis of the nurse's regular rate for the number of hours she would have worked during her normal daily tour had there been no holiday.
 - (d) An otherwise eligible nurse, who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit her holiday pay for the particular holiday unless absent for a bona fide reason.
- 14.02 (a) When a full-time nurse works on a holiday, she shall receive premium pay at the rate of time and one-half (1 ½) her straight time hourly rate of pay and shall receive another day off with pay.
- (b) When a part-time nurse works on a holiday, she shall receive premium pay at the rate of time and one-half (1½) her straight time hourly rate of pay.
- 14.03 When a full-time nurse works on a holiday or when a holidays falls on a scheduled day off, the Home will endeavour to schedule compensating time off at a time mutually agreeable to the Home and the nurse.
- 14.04 A tour that begins during the twenty-four (24) period of the above holidays, where the majority of hours work falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 14.05 When the employee is scheduled off on a weekend where a paid holiday falls on the Monday or the Friday, the Home shall endeavour to schedule the employee off the paid holiday.

ARTICLE 15 - VACATIONS

- 15.01 (a) All full-time nurses shall be granted vacation with pay as follows:
- i) Complete less than one (1) year of employment - 1.25 days per month of employment;
 - ii) Completed one (1) or more years of employment - three (3) weeks;

- iii) Completed three (3) or more years of employment - four (4) weeks.
- iv) Completed fifteen (15) or more years of employment – five (5) weeks.
- v) Completed twenty-three (23) or more years of employment – six (6) weeks.
- vi) Completed twenty-five (25) or more years of employment – seven (7) weeks.

If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 15.01 (b) below.

- (b) All regular part-time employees shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for full-time employees on the following basis:
 - i) Completed less than one (1) year of employment – 1.25 days per month of employment;
 - ii) Completed one (1) or more years of employment – three (3) weeks (6%);
 - iii) Completed three (3) or more years of employment – four (4) weeks (8%);
 - iv) Completed fifteen (15) or more years of employment – five (5) weeks (10%);
 - v) Completed twenty-three (23) or more years of employment – six (6) weeks (12%);
 - vi) Completed twenty-five (25) or more years of employment – seven (7) weeks (14%).

Casual part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on the casual part-time employee's seniority established under Article 10.02 and will be calculated on the basis that 1500 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

- 15.02 When a nurse's employment is terminated for any reason, full payment for vacation earned but not already paid will form part of such nurse's termination cheque.
- 15.03 Nurses shall indicate their vacation preference for the summer months by May 1st of each year, and the Home shall post the final vacation schedules by May 30th of each year.

- 15.04 Part-Time Nurses shall be paid vacation pay on a separate itemized cheque in the month of April each year or paid at time of vacation if requested.
- 15.05 The vacation year for each nurse shall be the period between such nurse's anniversary dates.
- 15.06 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 15.07 Vacation Interruption
- (a) Where a nurse's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the nurse provides satisfactory documentation of the hospitalization.
 - (b) Where a vacationing nurse becomes seriously ill requiring her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the nurse provides satisfactory documentation of the hospitalization.
 - (c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.
 - (d) Where a nurse's scheduled vacation is interrupted due to bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 11.04.
 - (e) The portion of the nurse's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the nurse's vacation credits.

ARTICLE 16 - HOURS OF WORK AND SCHEDULING

- 16.01 It is expressly understood and agreed that the provisions of this Article 18 are not a guarantee that work will be provided.
- 16.02 (a) The normal tour shall be composed of seven and one-half (7½) consecutive hours exclusive of an unpaid one-half (½) hour meal period.
- (b) Where employees are working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

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

Employees shall be entitled, subject to the exigencies of resident care, to

relief periods during the tour of a total of forty-five (45) minutes.

Where the Union and the Employer agree to an extended daily tour that differs from the normal daily extended tour, the provisions set out in this agreement shall be adjusted accordingly in local scheduling language.

16.03 An unpaid meal time of one-half ($\frac{1}{2}$) hours shall be scheduled away from the floor during a nurse's tour.

In the event that a meal period is interrupted requiring a nurse to attend to a work related program, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the nurse is unable to reschedule such time, she shall be paid time and one half ($1\frac{1}{2}$) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.06.

16.04 A rest period of fifteen (15) minutes will be granted during each half of a normal tour as defined in Article 18.02 herein. Nurses shall not be permitted to combine together their rest periods or their rest periods with the meal time period.

16.05 (a) Work schedules shall cover a four (4) week period and shall be posted prior to the expiry of the immediately preceding four (4) week period.

(b) Nurses shall be entitled to receive every second weekend off. If a nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and a half ($1\frac{1}{2}$) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off save and except where:

i) Such weekend has been worked by a nurse to satisfy specific days off requested by such nurse; or

ii) Such nurse requested weekend work; or

iii) Such weekend is worked as a result of exchange of tours with another nurse.

(c) Nurses shall receive three (3) or more consecutive days off at Christmas including Christmas Eve Day, Christmas Day and Boxing Day or at New Year's, including New Year's Eve and New Year's Day.

(d) Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Home shall not result in overtime compensation or payment or any other claims on the home by any employee under the terms of this Agreement.

(e) There will be an interval of not less than fifteen and one-half ($15\frac{1}{2}$) hours off between scheduled shifts unless the employee specifically requests otherwise, provided that this would not apply to daylight savings

changeover.

- (f) Where there is a violation of the scheduling provisions (if any) pertaining to consecutive days of work or time off between shifts, the Home will pay the employee premium pay of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked for the following tour of duty.
- (g) Full-time employees will not be scheduled to rotate over more than two different shifts during a week.
- (h) The Home will continue to schedule nurses in accordance with their stated availability and on the basis of seniority. A junior nurse shall not be scheduled to a tour in a scheduling period where it would give such nurse more tours over the scheduling period than a senior nurse who has indicated she is available for that tour.

16.06 Overtime rates shall be paid as follows:

- (a) Work in excess of seven point five (7.5) hours in a standard day or 75 hours in a bi-weekly period shall be compensated at the rate of time and one half (1½) the nurse's regular straight time hourly rate.
- (b) A nurse shall be paid double her regular straight time rate for all work performed in excess of seven and one-half (7½) hours on any tour for which she receives time and one-half (1½) her regular straight time rate.
- (c) There shall be no pyramiding of overtime benefits under this Article.
- (d) The provisions of this Article do not apply to the voluntary exchange of tours between nurses.

16.07 Nurses required to work more than two (2) hours overtime after completing a full tour shall be provided with a hot meal or five (\$5.00) dollars if the Home is unable to provide the hot meal.

16.08 A nurse who is called in or reports for work as scheduled unless notified twenty-four (24) hours or more in advance not to report, shall receive a minimum of four (4) hours pay. Nurses who are required to come into work with less than two (2) hours notice and who are consequently not able to arrive for work until after the tour has commenced shall be paid as though they had worked from the beginning of the tour.

16.09 Nurses shall continue to be allowed to exchange days off or tours of duty. The nurses involved in the exchange of days off or tours of duty shall first obtain authorization from the Home for such exchanges, which authorization shall not be unreasonably withheld.

16.10 Cancelled Shift

It shall be the responsibility of the nurse to consult the posted work schedule. Changes to the posted schedule required by the Home shall be brought to the attention of the nurse. Where less than 24 hours' notice is given to the nurse

personally, the nurse will be paid four (4) hours straight time wages.

16.11 Daylight Savings Time

Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for a 7.5 hour tour rather than the actual hours worked.

16.12 Weekend Premium

A nurse shall receive a weekend premium for hours worked between 2400 hours Friday and 2400 hours Sunday as follows:

Effective July 1 2012 - \$0.85 per hour
Effective July 1, 2013 - \$1.00 per hour

16.13 Standby and Call In

- (a) A nurse who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Home. Where such standby duty falls on a weekend or paid holiday, the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour. Standby pay shall, however, cease where the nurse is called in to work.
- (b) When a nurse is required to work (in circumstances where the nurse is on standby or where Home asserts that the nurse is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the nurse is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 16.13 (a). When the nurse's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is greater). The nurse shall keep a log of all calls and submit it to the Director of Care or designate. The nurse cannot receive pay for other calls received during the same thirty (30) minute period. However, if the nurse must return to the Home, she/he shall be paid in accordance with 16.13 (b).

16.14 Shift Premium

A nurse shall be paid a shift premium for each hour worked between 1500 hours and 0700 hours as follows:

Effective July 1, 2012 - \$0.70 per hour

Effective July 1, 2013 - \$0.85 per hour

Shift premium will not form part of the nurse's straight time hourly rate.

16.15 Responsibility Pay

(a) A nurse who is assigned the responsibility of relieving the Director of Nursing shall be compensated at the rate of ten dollars (\$10.00) per tour.

(b) When a nurse is in charge of the building on any shift, she shall be paid a responsibility allowance of nine dollars (\$9.00) per tour, in addition to her salary, tour differential and any other applicable premiums.

16.16 Recognition of Previous External Experience

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

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

(b) In addition to (a) above, where an RPN has acquired an RN certificate of registration and has accepted an RN position, the Employer will recognize related RPN experience on the basis of one (1) annual increment for each two (2) years of service up to a maximum of Year 3 of the wage grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of related experience within the probationary period in order to be considered for salary increment. If she fails to make a claim in the specified time period or fails to provide reasonable proof of related experience, she shall not be entitled to recognition.

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

16.17 Annual Increments

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

employment, and after each fifteen hundred (1500) hours worked in the case of part-time nurses.

Effective the date of ratification, part-time nurses will commence accrual on the basis of fifteen hundred (1500) hours paid.

16.18 Change of Status - Transfer

Nurses who change their status from full-time to part-time and vice versa, will maintain their same level on the salary grid. In addition, a nurse who is so transferred will receive full credit for service accumulated since date of last advancement.

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

16.19 Change of Duties - Creation of New Position

When a new classification in the bargaining unit is established by the Home or the Home makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Home shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Home agrees to meet with the Association to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Home and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step No. 2 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

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

16.20 The salary rates shall be those set forth in schedule(s) attached to and forming part of this agreement.

Retroactivity

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

Retroactivity will be paid within four full pay periods (approximately 8 weeks) of

the date of ratification or arbitration award. Retroactivity will be on the basis of hours paid. Retroactive pay will be paid on a separate cheque where the existing payroll system allows. Where the existing payroll system does not allow for such separate cheque, the Home may pay retroactivity as part of the regular pay. In such circumstances, the Home undertakes that the rate of income tax on the retroactivity will not change unless the retroactive pay changes the employee's annual tax bracket.

The Home will contact former employees at their last known address on record with the home, with a copy to the bargaining unit, within 30 days of the date of ratification or arbitration award to advise them of their entitlement to retroactivity.

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

16.21 Formula for Determination of part-time wages including percentage in lieu of benefits.

Part-time Registered nurses rate of pay shall be based on the full-time pay schedule and calculated as follows:

$$\text{Daily Rate} = \frac{\text{Full-time monthly} \times 12 + 8.5\%}{260}$$

This change to be effective February 8, 2010.

$$\text{Hourly Rate} = \frac{\text{Daily Rate}}{\text{Daily Hours}}$$

Included in the hourly rate for part-time nurses is ten (10%) percent in lieu of Sick Leave and Health and Welfare Benefits. For part-time nurses who participate in the ONA Group RRSP, the percent in lieu of benefits is 6% and is included in the hourly rate for part-time nurses. It is agreed that holiday pay for part time nurses is included within the percent in lieu.

16.22 The Nursing Homes and Related Industries Pension Plan

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

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-Home plan.

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

- (i) The straight time component of hours worked on a holiday;
- (ii) Holiday pay, for the hours not worked; and
- (iii) Vacation pay;
- (iv) Sick leave;
- (v) Paid leaves including union leave.

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

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

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

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

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

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

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

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

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

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

The information required to be provided by the Home may be provided in the form normally maintained by the Home, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Home for access to the required information. This may include the Home providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Home are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information

from the Home's files.

Such information shall be provided only on enrolment of a nurse or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Home, it being understood that any additional costs of such request shall be borne by the Plan.

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

For further specificity, the items required for each eligible nurse are:

- (i) To be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of first Contribution
 - Seniority List (for purposes of calculations past service credit)

 - (ii) To be Provided with each Remittance
 - Name
 - Social Insurance
 - Number Monthly
 - Remittance Pensionable
 - Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

 - (iii) To be Provided Once, and if Status Changes
 - i) Full Address as provided to the Employer
 - ii) Termination date where applicable (MM/DD/YY)
 - iii) Gender
 - iv) Marital Status

 - (iv) To be Provided Annually but no later than December 31
 - i) Current complete address listing
 - ii) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits.
 - iii) All approved leaves of absence including type of leave
- .06 Where legislation or the Plan prohibits a nurse from contributing to the pension plan because of age, an amount equivalent to the deductions per the pension plan will be paid to the employee on their regular pay.
- .07 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulation of the Plan adopted by the Trustees, both as

may be amended from time to time.

- .08 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.
- .09 Employees may make additional voluntary contributions to their RRSP based on whole number percentages, (example 1%, 2%, etc), up to the legal maximum. It is understood that such voluntary contributions will not be matched by the Employer.

ARTICLE 17 - HEALTH PROGRAM

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

accommodation; or

- iii) Under other circumstances, subject to a reasonable rationale.

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

17.02 The following sick day plan is for full-time nurses.

Pay for sick leave is for the sole purpose of protecting full-time nurses against loss of income during time when they are legitimately ill, disabled, quarantined by authority of a Medical Officer or because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.

All full-time nurses who have completed their probationary period shall be credited every January 1st with four (4) sick days in advance. These days are accumulated on the basis of one day per three (3) months to a maximum of four (4).

The above days shall be paid at 100% of straight time wages. This is applicable upon Union ratification.

17.03 It is agreed that the benefits contained in the current benefit plan shall continue for the life of the current collective agreement as provided. The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The current version is contained in the booklet identified as RBC Insurance Policy No. 800752 dated March 1, 2016. The Employer will notify the Union if it intends to change the Insurance Carrier. The Union shall be provided with a current copy of the Master Policy and Booklet.

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

- (a) The Employer shall pay one hundred (100%) of the billed premium for OHIP and will provide for payment of any reimposition of OHIP type premiums.
- (b) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Plan. Payment for prescribed drugs covered by the plan will be based on the cost of the therapeutically equivalent generic version of the drug, unless there is documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the payment will be for the prescribed drug.

- (c) Coverage will include hearing aids in the amount of \$300/five (5) years and vision care in the amount of \$300 every 24 months.

In addition to the above, vision care shall include one eye exam \$85 per insured person every 24 months. Payment to the nurse shall be made within two pay periods by separate cheque

- (d) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under a group life insurance and Accidental Death and Dismemberment plan providing for twice annual (2x) salary (with no cap).
- (e) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Dental Plan (RBC Insurance Policy No. 800752 dated March 1, 2016) or comparable coverage with another carrier; based on the current ODA fee schedule; The Dental plan shall provide for Fluoride treatments only for persons under the age of 19 years and dental recall on a nine (9) month basis for persons 19 years and older.

ARTICLE 18 - MISCELLANEOUS

18.01 The nurses shall have access to an employee bulletin board in a staff area for the posting of seniority lists and Association notices.

18.02 A copy of this Agreement, in a mutually agreed form will be issued to each nurse now employed and as employed. The cost of such printing shall be borne equally by the parties.

18.03 Pay cheques are to be issued bi-weekly on a regular day of the week, with a clarified, itemized statement of all deductions and premiums in a sealed envelope. If the payroll system permits it will include information regarding sick and vacation pay. Nurses leaving the employ of the Home shall be paid all outstanding monies as above, on the next regularly scheduled pay date.

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

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

18.04 The Employer agrees to supply the Association with a copy of the Workplace Safety and Insurance Board's Form 7 at the same time as the form is sent to the Board.

18.05 Local Health Integration Networks and Restructuring

The Home shall upon entry into the Service Agreement or the Long-Term Care Service Accountability Agreement (L-SAA) with the Ministry of Health and Long-Term Care or the Local Health Integration Network (LHIN) in respect of residents cared for by members of this bargaining unit and provide copies of such agreements to the Union.

The parties agree to meet to discuss decisions made by the LHIN that have any impact on the home. Employees affected and the Union will be advised as soon as possible when a decision to integrate is taken.

18.06 Criminal Reference Checks

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

18.07 The Home will provide to each employee, upon request, upon termination of employment a letter detailing her or his employment dates, length of service and experience.

18.08 The Home will provide an adequate change room with washroom facilities and lockers. The Home will also provide adequate lounge facilities.

18.09 A copy of any new or amended written policy that directly affects employees within the bargaining unit will be provided to the Union in advance of implementation and will meet upon request.

ARTICLE 19 - PROFESSIONAL RESPONSIBILITY

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

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

(a) i) Complain in writing to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The Chairperson of the Association Management Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve to the satisfaction of both parties.

ii) Failing resolution of the complaint within ten (10) calendar days of the meeting of the Association Management Committee, the

complaint shall be forward to an independent assessment committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, and one chosen by the Home, and one chosen by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as Chairperson,

- iii) 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 necessary, and make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
- (b) i) The list of Assessment Committee Chairpersons is attached to Schedule "B" and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

19.02 Provided that a nurse provides thirty (30) calendar days notice in writing, a nurse shall be entitled to a leave of absence without pay from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the nurse is scheduled to work the night shift immediately before the exams the Home shall schedule the nurse off.

19.03 CMI/RAI MDS or equivalent

Recognizing the mutual objective of quality resident care, the Home 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 Home 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 of the facility.

The purpose of the 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 20 - ORIENTATION AND INSERVICE

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

20.02 A newly employed nurse shall not be placed in charge until she has been fully orientated to the Home and to the area where she will be working.

20.03 Both the Home and the Association recognize their joint responsibility and commitment to provide and to participate in inservice education. The Association supports the principle of its members responsibility for their own professional development and the Home will endeavour to provide programs related to the requirements of the Home. Available programs will be publicized and the Home will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.

Any problems in accessing this information will be reported to the Union-Management Committee for resolution.

20.04 (a) When a nurse is on duty and authorized to attend any inservice program or e-learning within the Home and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Home to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

The Employer will endeavour where practical to schedule in-services at times which will facilitate the attendance of employees working outside the day shift.

20.05 The Home agrees that when changes in its operating and technical methods or practices require additional knowledge or skill on the part of the nurses, such nurses will be given the opportunity to study and practice to acquire knowledge and skill necessary to carry out those responsibilities.

20.06 Matters relating to orientation and inservice programs shall be discussed by the Association Management Committee.

20.07 The following minimums shall be observed in the orientation/familiarization of a newly-hired employee:

- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home.
- ii) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Home deems necessary.
- iii) She shall be an additional employee to the usual staffing pattern.
- iv) The employee or employees involved in the orientation/familiarization will

confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.

- v) Notwithstanding the above, the period of orientation/familiarization in when an employee is transferred to a new shift shall be provided is required.

20.08 Liability Insurance

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

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

ARTICLE 21 - RETIREMENT AND DISABILITY

21.01 Return to Work Programs

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

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

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

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

ARTICLE 22 - DURATION

22.01 This Agreement shall continue in effect until June 30, 2016 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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

Dated at Hamilton Ontario, this 22nd day of September, 2017

FOR THE EMPLOYER:

FOR THE UNION:

Shirley Thomas-Weir

Robert McGregor

Labour Relations Officer

Lily Wang

Tonie Perrin

Bargaining Unit President

APPENDIX "A" - SALARY SCHEDULERATES OF PAY

Registered Nurse		
Step	July 1, 2014	July 1, 2015
Start	\$27.92	\$28.31
1 Year	\$29.12	\$29.53
2 Years	\$30.07	\$30.49
3 Years	\$31.68	\$32.12
4 Years	\$32.96	\$33.42
5 Years	\$34.54	\$35.02
6 Years	\$36.06	\$36.56
7 Years	\$39.11	\$39.66
8 Years	\$42.27	\$42.86

Part-time wage schedule to be amended appropriately.

Part Time

Registered Nurse		
Step	July 1, 2014	July 1, 2015
Start	\$30.29	\$30.72
1 Year	\$31.60	\$32.04
2 Years	\$32.63	\$33.08
3 Years	\$34.37	\$34.85
4 Years	\$35.76	\$36.26
5 Years	\$37.48	\$38.00
6 Years	\$39.13	\$39.67
7 Years	\$42.43	\$43.03
8 Years	\$45.86	\$46.50

Percentage in Lieu

Effective July 1, 2014, all part-time employees will receive the eight and one-half percent (8.5%) premium which is given in lieu of benefits under Articles 14 (except 14.02) and 17.

APPENDIX "B**PROFESSIONAL RESPONSIBILITY**
ASSESSMENT COMMITTEE CHAIRPERSONS

Ms. Joan Cardiff
40 Prince Albert Street
Ottawa, Ontario K1K 2A4
Telephone: 613-742-7437

Ms. Anitta Robertson
Registered Nurses Association of Ontario
438 University Avenue, Suite 1600
Toronto, Ontario M5G 2K8
Telephone: 416-599-1925 ext. 216
Fax: 416-599-1926
Email: aanddrobertson@sympatico.ca

Ms. Eleanor Plain
1684 Middle Road
Kingston, ON K7L 5H6
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Ms. Jayne Harvey
President and CEO of FCS International
158 Casimir Street, Suite 100
Port Perry, ON L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804
Email: jharvey@fcsinternational.com

LETTER OF UNDERSTANDING

Between:

PINE VILLA NURSING HOME INC.
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Nursing Hours

For the duration of this collective agreement and subject to any legislative changes regarding minimum staffing levels, the Home will ensure a minimum of 157.50 RN nursing hours per week. If there is insufficient staffing to meet this understanding, the Employer will post vacancies. If legislated staffing levels are reduced, the Home may reduce nursing hours accordingly.

Dated at Hamilton Ontario, this 22nd day of September, 2017

FOR THE EMPLOYER:

FOR THE UNION:

Shirley Thomas-Weir

Robert McGregor

Labour Relations Officer

Lily Wang

Tonie Perrin

Bargaining Unit President

LETTER OF UNDERSTANDING

Between:

PINE VILLA NURSING HOME INC.
[hereinafter referred to as the "Employer"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Re: Paid Holidays

Current part-time employees as of the date of ratification or award will continue to receive pro-rated holiday pay and shall be grandfathered for the entitlement under Articles 14.01 and 14.02. For clarity, the nurses are:

- Regina Wojtan
- Tonie Perrin
- Lismy Mathai

Dated at Hamilton Ontario, this 22nd day of September, 2017

FOR THE EMPLOYER:

FOR THE UNION:

Shirley Thomas-Weir

Robert McGregor

Labour Relations Officer

Lily Wang

Tonie Perrin

Bargaining Unit President

SCHEDULE A

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

DATE: _____

NAME: _____

FACILITY: _____

DATE(S) OF ABSENCE: _____

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

I understand that I will be compensated for the time absent from work at 100% of my straight time wages only.

SIGNATURE OF THE EMPLOYEE: _____

PAYMENT APPROVED: _____
SIGNATURE OF SUPERVISOR

DATE APPROVED: _____

SCHEDULE B

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

PHYSICIAN/ NURSE PRACTITIONER/MIDWIFE*

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

INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

I, _____ confirm that _____
(Physician's/Nurse practitioner's/Midwife's Name) (please print employee's name)

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

due to _____
(Nature of illness/injury only)

PROGNOSIS:

Will not return to work: _____

Will return to work on: _____
(date)

RETURN TO WORK

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

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

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

Date: _____