

**COLLECTIVE AGREEMENT**

Between:

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

And:

**PROVIDENCE MANOR**  
(hereinafter referred to as the "Employer")

**EXPIRY DATE: March 31, 2018**

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## **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 Employer will not propose or enter into any agreement with any employee that is in contravention of this Agreement.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all General-Class Registered Nurses Temporary-Class Registered Nurses and Nurse Practitioners employed by Providence Manor Long-Term Care Home, Kingston, Ontario, save and except Assistant Director of Care and those above the rank of Assistant Director of Care, Co-ordinator of Occupational Health and Infection Control, Quality Improvement Facilitator
- 2.02 A Registered Nurse is a nurse who holds a General-Class Certificate of Registration with the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act and The Nursing Act.
- 2.03 A nurse who holds a Temporary Class Certificate of Registration must obtain a General-Class Certificate of Registration before the expiry of the Temporary Certificate. An employee who fails to do so will be deemed unqualified for the position of Registered Nurse and will be terminated; such termination cannot be grieved or arbitrated.
- 2.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires.
- 2.05 Definitions for the purpose of this Agreement
- (a) A full-time nurse is a nurse who is regularly scheduled to work seventy-five (75) hours per pay period/biweekly.
- (b) A part-time nurse is a nurse who is regularly scheduled to work less seventy-five (75) hours per pay period/bi/weekly.
- (c) A Casual nurse is not regularly scheduled but can be scheduled or called in to work only in the event that:
- i) all available regularly scheduled nurses are scheduled to work, or

- ii) the calling in of a regularly scheduled nurse will incur overtime.
- (d) Temporary status: An employee who holds a full-time or part-time position for a temporary period, such position having been obtained through the job-posting process.
- (e) The words “nurse”, “nurses”, “employee” and “employees” when used herein refer to members of the bargaining unit described in Article 2.01; the word “Home” refers to Providence Manor Long-Term Care Home.
- (f) Temporary Status: An Employee who holds a full-time or part-time position for a temporary period, such position having been obtained through the job-posting process. No change in the regular status of such employees will result from the temporary position.

2.06 Tour – Where the word “tour” is used in this Agreement, it is to be read as synonymous with the word “shift”.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the home.
- (b) To maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations.
- (c) To hire, transfer, lay-off, schedule, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause.
- (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the facility. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the combining or splitting up of departments, and the increases or reduction of personnel in a particular area or on the whole.
- (e) To determine all other matters concerning the operation of Providence Manor Long-Term Care Home that are not specifically covered by this agreement.

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

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

- 4.01 Neither the Employer nor the Union will engage in discrimination, interference, intimidation, restriction or coercion related to an employee's membership or non-membership in the Union, activity or lack of activity on behalf of the Union, or for the legitimate exercise of her/his rights under this collective agreement or any relevant legislation.

#### **ARTICLE 5 – NO STRIKES OR LOCK-OUTS**

- 5.01 The Employer will not lock-out employees nor will the Union strike during the term of this agreement, which will extend to negotiations and arbitration proceedings. The terms Strike and Lockout are as defined in the Ontario Labour Relations Act.

#### **ARTICLE 6 – UNION REPRESENTATIVES**

- 6.01 The Employer will recognize a Union representative to be selected or appointed from within the bargaining unit for the purpose of dealing with Union business as provided for in this agreement.
- 6.02 The Employer will recognize one employee who is selected by the Union to be responsible for the handling of particular complaints and/or grievances of members of the bargaining unit.
- 6.03 The Union representative and the representative/designate have their regular duties to perform for the Employer. They will obtain permission from their immediate supervisor to leave their regular duties for the purpose of conducting Union business; on return, they will report to the supervisor. Union representatives will suffer no loss of regular pay when conducting Union business during their regular work hours.
- 6.04 The Employer will recognize a Union negotiating committee of two representatives from the bargaining unit for the purpose of negotiating a renewal agreement. Such representatives will receive their regular pay when required to negotiate during a regularly scheduled shift, up to and including mediation.
- 6.05 The Employer will recognize a Union-Management Committee. The Committee will consist of an equal representation, and shall include union and management co-chairpersons. The Vice President Long Term Care will be the exception.

The Committee will meet every three (3) months unless mutually agreed otherwise. The calling, chairing and recording of meetings and issuing of minutes will alternate between the Parties. Agenda items will be exchanged at least five (5) working days before the meeting.

(The purpose of the Union/Management Committee is to provide a forum for the meaningful communication of information and ideas, the discussion of matters of concern raised by either Party and the maintenance of harmonious relations between the Parties. The Committee will not discuss any matter that is the subject to the formal grievance procedure.)

6.06

(a) Health & Safety Committee

ONA will appoint a worker representative to sit on the Joint Occupational Health and Safety Committee.

The Parties acknowledge their responsibilities under the Occupation Health and Safety Act and jointly commit to ensuring compliance and further agree to promote health and safety in the Employer's workplace in order to prevent and reduce employee injuries and work-related illnesses.

(b) The parties agree that incidents involving aggressive Resident behaviours toward employees will be documented and reviewed at the Occupational Health and Safety Committee. The Employer will undertake all reasonable actions within its control to protect employees from harm caused by aggressive Resident behaviours.

(c) The employer will provide orientation and training in health and safety to new and current employees on an ongoing basis and employees will attend required health and safety training sessions.

(d) The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in the workplace, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace.
- Other sharps and wellness initiatives

6.07

There will be no Union activity or solicitation for membership on the Employer's premises except with the Employer's written consent or as specifically provided for in this Agreement.

6.08 Union representatives who sit on the negotiating committee, the Union/Management committee and/or the Joint Occupational Health and Safety Committee will receive their regular rate of pay for time spent at those meetings. All representatives shall receive service and seniority credit for all time spent attending such meetings.

6.09 The Union will provide the Employer with a current list of the names of its officers and committee members.

6.10 Right to Representation

All employees have the right upon request to have a representative present at the time formal discipline is imposed and at any stage in the grievance procedure. The Employer will notify all employees of this right in advance in the case of suspension or discharge.

However, it is agreed that Union representation is not required when an individual manager or supervisor meets with an employee for purposes that are non-disciplinary. Any written documentation resulting from such sessions will not form part of the employees' file.

6.11 Union Interview

The Home agrees that a Union interview will be given to each new employee during her or his orientation period. The Home and the Union Representative will designate at a mutually agreed the time and place for the interview, the duration of which will not exceed fifteen (15) minutes. The interview can be scheduled individually or collectively.

**ARTICLE 7 – UNION SECURITY**

7.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

7.02 Such dues will be deducted on the first day in the month that the employee works for the Employer. In the case of newly employed employees, such deductions will commence in the month following the date of hire.

7.03 The amount of the regular monthly dues will be those authorized by the Union. The Provincial Secretary Treasurer of the Union will notify the Employer of any changes therein and such notification will be the Employer's conclusive authority to make the deduction specified.

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

- 7.05 The amounts so deducted will be remitted monthly to the Provincial Secretary Treasurer of the Union. In remitting such dues, the Employer will provide a list of employees from whom deductions were made and their social insurance numbers.
- 7.06 The Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 7.07 The Employer will provide the Union with a minimum two-week notice of scheduled orientation dates for new employees, which will include a fixed time of 15 minutes for a Union representative to meet with new employees.

### **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 The time limits set out for the Grievance Procedure are mandatory; failure to comply strictly with such time limits except by the written agreement of the Parties will result in the grievance being deemed abandoned, subject only to the provisions of Section 48(16) of the Labour Relations Act. The time limits may be extended by written agreement of the Parties.
- 8.02 The Parties agree that complaints arising between the Parties with the respect to the application, interpretation or alleged violation of this agreement be dealt with promptly.
- Aside from a grievance related to discharge, an employee has no grievance until she/he has first raised it with the Director of Care or designate.
- 8.03 Any time limits referred to in the Grievance and Arbitration procedures will be exclusive of Saturdays, Sundays and holidays observed by the Employer.
- 8.04 If the complaint is not resolved, then it may be filed as a formal grievance, subject to the following steps:
- 8.05 If an employee or the Union has a complaint, the matter will first be discussed informally with the Director of Care or Designate. To be considered, a complaint must be raised within 10 days of the circumstances giving rise to it having occurred or ought reasonably have come to the attention of the employee. The Director of Care or designate will respond within five days of the complaint being presented or within another mutually agreed time.
- 8.06 If a complaint is considered and not resolved; then it may be filed as a formal grievance subject to the following steps:

**STEP #1**

An employee or the Union on behalf of the employee, will present a written grievance in writing to the Director of Care or designate indicated the following” the nature of the grievance, the date of the alleged violation, the remedy sought and the provisions of this agreement that are alleged to be violated. Such grievances must be filed within ten (10) days of the date of the alleged violation

The parties may choose meet to discuss the grievance at a time and place suitable to both parties.

The Director, of Care will render a decision in writing within ten (10) days following the day on which the grievance was submitted if no meeting is held or within five (5) days if the meeting is held. If this decision is unsatisfactory to the employees or the Union, Step #2 may be followed within five (5) days of the decision.

**STEP #2**

Failing settlement at Step 1, the grievance may be referred to the Home Administrator or designate who will call a meeting as soon as practical. Within five (5) days following the meeting the Home Administrator or designate will reply in writing to the Union.

8.07 All decisions arrived at by the Employer and the Union at Step 1 or Step 2 will be final and binding on the Employer, the Union and the grievor(s).

8.08 Failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be submitted to arbitration. If no written request for arbitration is received within thirty (30) calendar days after the date of the decision under Step #2, the grievance will be deemed abandoned.

8.09 Policy/Association grievance

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 desire to submit the difference or allegation to arbitration.

**ARTICLE 9 – ARBITRATION PROCEDURE**

9.01 The time limits set out for the Arbitration Procedure are mandatory; failure to comply strictly with such time limits except by the written agreement of

the Parties will result in the grievance being deemed abandoned, subject only to the provisions of Section 48(16) of the Labour Relations Act. The time limits may be extended by written agreement of the Parties.

Any time limit referred to in the Arbitration Procedure is exclusive of Saturdays, Sundays and Holidays observed by the Employer.

- 9.02 The Parties may agree in writing to substitute a single arbitrator for an arbitration board at the time of reference to arbitration.

Failing that, subject to the provisions of Article 8.08, the requesting party will make a request in writing to the other party for an Arbitration Board and will name its nominee. Within nine (9) calendar days thereafter the other party will respond in writing with the name of its nominee. The two nominees will then select a chair. If the nominees are unable to agree on a chair within a period of fourteen (14) calendar days, they will request the Minister of Labour for the Province of Ontario to appoint a chair.

If the responding party fails to name its nominee within nine (9) calendar days of receiving a request for arbitration, then one will be appointed by the Minister of Labour for the Province of Ontario upon application by the party seeking arbitration.

- 9.03 No person will be appointed as a sole arbitrator or to an arbitration board who has been involved in an attempt to negotiate or settle the grievance.

- 9.04 An arbitrator or an arbitration board is not authorized to make any decision that is inconsistent with the provisions of this agreement, nor to alter, modify, add to or amend any part of it.

- 9.05 The decision of a sole arbitrator or the majority of an arbitration board will be final and binding on the Parties and any affected employees. In the absence of a majority decision, the decision of the chair will be final and binding in the same way.

- 9.06 The Parties will share equally the fees and related costs of a single arbitrator or the chair of an arbitration board; the Parties will pay the fees and related costs of their respective nominees to an arbitration board.

## **ARTICLE 10 – EMPLOYEE FILES**

- 10.01 When any type of evaluation, progress report or assessment related to performance, nursing practice or other employment-related matters are completed for any employee, it is understood that such employee will be given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document if the employee so requests.

- 10.02 Provided an employee has an eighteen (18)-month discipline-free record, any disciplinary records (letters of reprimand, suspensions or other sanctions) will be removed from the employee's personnel file.
- 10.03 Upon written request, an employee may review her or his personnel file in the presence of Human Resource Department Staff accompanied by a Union Representative.

### **ARTICLE 11 – SENIORITY/JOB SECURITY**

- 11.01 New employees will be on probation for a period of 450 hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The Employer will not act in a discriminatory, arbitrary or bad-faith manner in exercising this right. On completion of the probationary period, the employee will be credited with seniority back to the date he or she was hired.

With the written consent of the Employer, the probationary nurse and the Bargaining Unit President or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional twenty (20) tours (150 hours) worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension with recommendations for the nurse's professional development.

- 11.02 (a) The Employer will keep up-to-date separate seniority lists for both full-time and part-time employees, post the same in a conspicuous place, revise the same semi-annually and supply copies of same to the Union.
- (b) The seniority list referred to in (a) above will be calculated for full-time in years and for part-time using paid hours, whether worked or not. For the purpose of the preparation of the initial list, service from the date of employment will be used for the calculation.
- (c) The seniority lists referred to in (a) above are combined.

#### 11.03 Seniority Transfer

- (a) A nurse's full seniority and service will be retained in the event that the nurse is transferred from full-time to part-time or in the event the nurse is transferred from casual to regular part-time or vice-versa.

(b) Full-time to Part-time

A nurse whose status is changed from full-time to part-time will receive credit for full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service.

(c) Part-time to Full-time

A nurse whose status is changed from part-time to full-time will receive credit for full seniority and service on the basis of one year of seniority or service for each 1500 hours worked.

- (d) Any time worked in excess of an equivalent will be pro-rated at the time of transfer. For the purpose of job posting competitions only, part-time seniority, once converted to a date, will not precede the part-time nurse's hire date.

11.04 Seniority Retained and Accumulated

Seniority and service for nurses will be retained and accumulated when an employee is absent from work under the following conditions:

- (a) When on approved leave of absence with pay;
- (b) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- (c) When on pregnancy or parental leave.
- (d) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer;
- (e) For full-time nurses, when in receipt of illness allowance including LTD;
- (f) For part-time nurses, when absent due to illness or injury in excess of thirty (30) consecutive calendar days.

The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

11.05 Seniority Retained And Not Accumulated

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

- (a) when on an approved leave of absence without pay, not provided for in (a) above.

- (b) when absent due to layoff for a period of twenty-four (24) calendar months;

11.06 Deemed Terminated

An employee will lose all seniority and will be deemed terminated if he or she:

- (a) resigns;
- (b) is discharged and not re-instated;
- (c) is absent for three (3) consecutive working days without notifying the Employer, unless a satisfactory reason is given;
- (d) is laid off for more than twenty-four (24) calendar months;
- (e) retires.

11.07 Job Posting

- (a) In the case of all vacancies the Employer will post notices of such vacancies for seven (7) calendar days prior to making an appointment to any such position in order that any interested employee may apply. A copy of such notice will be sent to the Union. The names of the successful applicants will be posted by the Employer.
- (b) In all cases of job vacancies the following factors will be considered:
  - i) ability, experience, performance, skills, knowledge and academic qualifications;
  - ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) will govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

(c) Temporary Vacancies

The Employer will outline to the employee selected to fill a temporary vacancy the circumstances giving rise to the vacancy and the conditions and duration of such vacancy. In any event, such temporary vacancy will not exceed the time required to complete the specific circumstances that gave rise to the temporary vacancy. Any vacancy that is not created through an illness or leave of absence will be deemed to be a permanent vacancy.

If the temporary vacancy is extended for three (3) months or more, the extension will be posted in accordance with Article 11.07.

#### 11.08 Transfer Outside the Bargaining Unit

- (a) An employee who is transferred to a position or successfully competes for a temporary position outside the bargaining unit for a period of more than three (3) months, but not more than one (1) year will retain, but not accumulate, her or his seniority held at the time of the transfer or at the time that the temporary position is awarded.
- (b) An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
- (c) In the event that an employee is transferred to a position outside the bargaining unit or is awarded a temporary position outside the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer or at the time that the temporary position is awarded. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (d) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

An employee who accepts a transfer under Article 11.08 will be not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.

#### 11.09 Layoffs and Recall

- (a) The layoff of employees will be in reverse order of seniority providing that employees remaining are qualified to perform the available work. Probationary employees will be laid off first.

Full-time layoffs will be separate from part-time layoffs. Notwithstanding this provision, when full-time or part-time employees choose to bump and there are no employees with less seniority on the applicable full-time or part-time seniority list as the case may be, then the lists will be merged for purposes of bumping.

Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

The decision of the employee to choose to bump must be given to the Employer in writing within seven (7) calendar days following the notification of layoff. Employees who fail to do so will be deemed to have accepted the layoff.

No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff are qualified to perform the available work.

Recall to a regular part-time or full-time position will be in order of seniority. Notice of recall will be sent by registered mail. An employee will respond within seven (7) calendar days and will be available for work within an additional fourteen (14) days unless otherwise agreed.

The Home and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service that the Home will undertake after the layoff.

(b) Layoff and Recall - Long Term Early Retirement and Separation Allowances

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

- i) Provide the Union with at least eighty (80) days written notice
- ii) Meet with the Union to review the following:
  - A) the reasons causing the layoff;
  - B) the service that the Home will undertake after the layoff;
  - C) the method of implementation, including areas of cutback and the employees to be laid off.
- iii) It is understood that permanent or long-term nature means a layoff which will be longer than thirteen (13) weeks.

In the event of a layoff of a permanent or long-term nature, the Home will provide to the affected employee(s), if any, no less than sixty (60) days' written notice of layoff, or pay in lieu thereof.

- iv) Severance pay will be in accordance with the provisions of the Employment Standards Act.

## **ARTICLE 12 – LEAVES OF ABSENCE**

12.01 Written requests for leave of absence will be considered on an individual basis by the Director of Care. Such requests are to be made as far in advance as possible and a written reply will be given in a timely manner.

It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below.

12.02 Employees may be allowed leave of absence with pay, tuition fees and reasonable travel and living expenses for approved short courses workshops, seminars and professional meetings.

### 12.03 Bereavement Leave

- (a) Employees will have a maximum of five (5) paid bereavement days in the event of the death of a parent, spouse, common-law spouse, same-sex partner, son or daughter.
- (b) Employees will have a maximum of three (3) paid bereavement days in the event of the death of a brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or a relative residing permanently with the employee.
- (c) Employees are entitled to one paid bereavement day for the purpose of attending the funeral or memorial of an aunt, uncle, nephew or niece. The paid bereavement day is limited to a day on which the employee was scheduled to work.
- (d) Employees may have time off without pay to attend the funeral or memorial service of other relatives or non-relatives.
- (e) Employees may request additional paid or unpaid leave in all of the above bereavement situations.
- (f) Paid bereavement days are limited to days the employee was scheduled to work. Pay will be straight-time rate and excluded shift and other premiums.
- (g) Individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions in order to accommodate religious, cultural diversities or memorial service.
- (h) Employees notified while on duty of the death of an immediate family member may leave work and will be paid for the full scheduled shift.

## 12.04

Union Leave

- (a) Upon written request, leave of absence will be granted to employees for Union business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld. During such leave of absence, the employee's salary and applicable benefits will be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

Leaves of absence will be granted according to the following:

- i) No more than two (2) employees will be on leave at any one time.
  - ii) The aggregate total will not exceed twenty (20) days in any calendar year.
  - iii) The Union will give at least two (2) weeks' notice when possible.
- (b) Leave of Absence for Employees Who Serve as Local Co-ordinators for the Ontario Nurses' Association

An employee who serves as Local Co-ordinator for the Ontario Nurses' Association will be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Co-ordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

- (c) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President will be granted leave of absence without pay up to a total of one hundred (100) days annually. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

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

An employee who is elected to the office of President of the Ontario Nurses' Association will be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years.

- (e) An employee who is elected to a Provincial Committee of the Ontario Nurses' Association, will be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of

her or his position. Reasonable notice will be given to the Employer for such leave of absence. There will be no loss of seniority or service during such leave of absence. Leave of absence under this provision will be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the employee's salary and applicable benefits will be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

- (f) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses 12.04 (a), (b), (c), (d), and (e) above, and will bill the Union for such salary. 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.

(g) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Employer, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months, providing all vacancies that will arise, as a result, of such leave are filled prior to the assignment start date. There shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given entitled to layoff in accordance with Article 11.09.

- 12.05 (a) The Home will grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is subpoenaed as a witness in any court for matters involving the Home. The Home will pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Home is a party to such proceedings will be considered as time worked at her or his regular rate of pay.

- (b) Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the employer or otherwise involves the employer, the employer will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly scheduled hours, the employee will be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he will be paid at regular or overtime rates, as applicable.

## 12.06

Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:
- i) The service requirement for eligibility for pregnancy/parental leave will be thirteen (13) weeks.
  - ii) The employee will endeavour to give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - iii) The employee has the right to extend the pregnancy and/or parental leave to twelve (12) months in total. Written notice by the employee to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
  - iv) An employee will be allowed to commence her pregnancy leave no earlier than the earlier of (i) the day that is seventeen (17) weeks before her due date and (ii) the day on which she gives birth.
  - v) Natural mothers may take parental leave at the end of the pregnancy leave. All other parents may begin parental leave no later than fifty-two (52) weeks of the child being born or coming into the employee's custody, care and control.
  - vi) An employee will continue to accumulate service and seniority rights and may participate in the following benefits: pension, life insurance, accidental death, EHC

and dental throughout the pregnancy and parental leave provided she/he pays her/his share of the premiums, if any.

- vii) Parents will be defined to include adoptive parents and a person in a relationship of some permanency with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

- viii) Pregnancy Leave SUB Plan

Effective on confirmation of the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act, 1971*, will be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment will commence following completion of the two week Employment Insurance waiting period, and receipt by the employer of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance pregnancy benefits, and will continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. Normal weekly hours will be determined by the average number of hours an employee worked during the E.I. benefit determination period.

- ix) 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.

- x) Parental Leave SUB Plan

An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, will be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment will commence following

completion of the two week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and will continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings will be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours. Normal weekly hours will be determined by the average number of hours an employee worked during the E.I. benefit determination period.

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

12.07 Subject to operational requirements, leave of absence without pay for the purposes of further education directly related to the employee's employment with the Home may be granted on written application by the employee to the Director of Care or designate.

12.08 Educational Leave

The Employer recognizes the value of continuing education for its employees and towards that end may grant leave with or without pay for such purposes.

12.09 Education Reimbursement

Employees may make application to the Iva Speers Bursary for reimbursement for work-related courses, workshops and other educational pursuits; such applications must be approved by the Director of Care and are subject to the rules of eligibility of the governing bursary committee.

12.10 An employee who is approved to attend a conference or convention will be reimbursed for expenses in accordance with the Employer's policy at the time of the conference or convention; however, bursaries or funding within the organization is not guaranteed.

12.11 Professional Meetings

Leave without pay will be granted to employees who are elected to the College of Nurses or to participate in RNAO or other professional interest group activities, subject to the operational requirements of the Home.

12.12 Quality Assurance Program

An employee will be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing examinations required by the College of Nurses of Ontario arising out of the Quality Assurance Program.

**ARTICLE 13 – HOURS OF WORK**

13.01 The following paragraphs and sections are intended to define the normal hours of work and will not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(a) The normal daily tour will be seven and one-half (7-1/2) hours exclusive of an unpaid meal period. It is recognized that at the change of tour there will be time required for reporting. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period will be considered overtime for the purpose of payment.

(b) The standard day for all employees covered by this Agreement will be defined as a twenty-four (24) hour period beginning with the night tour:

Night Tour	2300 - 0700 hours
Day Tour	0700 - 1500 hours
Evening Tour	1500 - 2300 hours

(c) The introduction and discontinuation of a scheduled tour other than the normal daily tour of 7.5 hours will be negotiated by the parties.

13.02 Unpaid meal time of one-half hour will be schedule away from the floor during the employee's tour whether day, evening or night. Where there is only one registered nurse on a tour, it is recognized that this is not possible. Therefore, such employees will be compensated at straight time rates for their meal. (Should the employee be recalled to duty during a meal time, additional time will be provided later in the tour.)

13.03 A rest period of fifteen (15) minutes will be granted each half tour. Employees on evenings and nights will attempt to take rest periods as scheduled. However, if circumstances will not permit, one rest period of thirty (30) minutes per tour may be taken.

13.04 Scheduling

(a) Employees will not be scheduled to work more than seven (7) consecutive days without their consent. Four (4) days off will be scheduled for full time employees for each fourteen (14) days. In

any two (2) week period at least two (2) consecutive days off will be scheduled. The remaining two (2) days off may be split.

If an employee is required to work on the eighth (8<sup>th</sup>) or consecutive day, she or he will be paid time and one-half (1-1/2) for all hours worked unless the employee has requested to work.

- (b) Schedules will cover a four (4)-week period and be posted 2 weeks in advance
- (c)
  - i) The regular schedule will provide for a minimum of twenty-four hours between the starting time of one (1) scheduled tour and the starting time of the next schedule tour, when changing tours, except in an emergency, or at the request of an employee.
  - ii) The regular schedule will provide for a minimum of forty-eight (48) hours time off when the tour of duty is changed following night duty.
  - iii) Failure to provide forty-eight (48) hours off when a tour of duty is changed following night duty will result in the employee being paid at the rate of time and one-half (1-1/2) for the first shift of the new schedule.
  - iv) Failure to provide twenty-four (24) hours off between a change of tour will result in the employees being paid at the rate of time and one-half (1-1/2) for the first shift of the new schedule.
- (d) For full-time and part-time nurses, the Home will provide every second weekend off. If a full-time or part-time nurse works a second consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) 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 an employee to satisfy specific days off requested by such employee;
  - ii) such employee has requested weekend work only; or
  - iii) such weekend was worked as a result of an exchange with another employee.
- (e) There will be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period in each tour.
- (f) There will be no scheduled split tours.
- (g) The employee will endeavour to submit written requests for

special time off two (2) weeks in advance of posting the schedule. Requests for special time off that arise after the posting of the schedule will be submitted in writing two weeks in advance of the requested time off, except in extenuating circumstances. Employees will be notified in a timely manner if their request has been approved or denied. Such requests will not be unreasonably denied.

- (h) An employee may be permitted to exchange her or his scheduled tours of duty with another employee provided the agreement is submitted in writing, is co-signed by the employee willing to exchange her or his scheduled tours of duty with another employee and is approved by the Director of Care or designate concerned and such arrangement will not result in the requirement of any premium payment by the Home.
- (i) Employees presently employed on specific tours with specific days off on a permanent basis, will not be rotated without their consent.

The Employer will consider requests from employees hereinafter employed, for permanent evening or night tours and such requests will be granted when possible.

- (j) Employees currently working a permanent shift on the date of certification will not be required to rotate.
- (k) Where circumstances warrant a change in the starting and stopping times indicated above, the employer will provide the Union with six (6) weeks' notice and will meet to discuss any changes with the Union prior to implementation. Any change in the start and stop time will be subject to the agreement of the Union

Any change in the start and stop time will be by mutual agreement of the Parties.

- (l) It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (m) Christmas/New Years Scheduling

Requests for time off at the Christmas and and/or New Year period must be submitted by October 15 each year.

The Employer will post the Christmas-New Year schedule by no later than November 15 each year.

The Home will schedule employees to at least three (3) and will endeavour to schedule four (4) consecutive days off at either

Christmas or New Year. Unless a nurse requests otherwise, time off at Christmas will include December 24, 25 and 26; time off at New Year will include December 31, January 1 and 2. It is expected that nurses will alternate working Christmas and New Year from year to year.

An employee will be scheduled to work either Christmas or New Year's season on an alternating basis except in areas which are not normally required to work on weekends and paid holidays. For example, if scheduled off work for the Christmas season one year, the employee will be scheduled off work the New Year's the following year, etc. The normal scheduling provisions can be waived to accommodate this special arrangement between December 15 and January 15.

For the purposes of this schedule, Christmas season will be defined as December 24, 25 and 26; New Year's season as December 31 and January 1

The scheduling regulations will not operate during the period of December 21st to January 4<sup>th</sup>.

- (n) Any employee who arrives up to two (2) hours after the commencement of a tour because of being called in on short notice will be compensated for the full tour.
- (o) An employee who is called in or reports for work as scheduled will receive a minimum of four (4) hours' pay.

### 13.05

#### Part-Time Scheduling

- (a) A regular part time employee must be available as required by the Home to work assigned schedule shifts. Her or his commitment will include the following:
  - i) to be available to work every second (2<sup>nd</sup>) weekend;
  - ii) to be available to work three (3) days per week (inclusive of weekends);
- (b) The Employer agrees to schedule regular part time employees on the basis of seniority up to and according to their commitment before utilizing casual employees.
- (c) When regular part time employees have been given the opportunity to work up to their commitment, the Home will offer additional tours to regular part time employees on the basis of seniority, prior to offering tours to casual employees, subject to the following:

- i) Employees to wish to be considered for additional tours must indicate their availability in the manner prescribed by the Home;
- ii) A tour will be deemed to be offered whenever a call is placed;
- iii) It is understood that the Home will not be required to offer tours which would result in overtime premium pay;
- iv) When a regular part time employee accepts an additional tour, she or he must report for that tour unless arrangements satisfactory to the Home are made;

13.06 Casual Scheduling

- (a) A casual part time employee will provide the Employer with the dates of availability and/or unavailability to work two weeks prior to the posting of the schedule.

13.07 Overtime/Premium Pay

- (a) Approved overtime is paid at the premium rate of time-and-one half (1.5) of the regular rate pay, and does not include a shift premium.
- (b) Work in excess of 7.5 hours in a standard day will be compensated at the premium rate.
- (c) A full-time employee who works on her/his scheduled day or weekend off will be paid the premium rate, unless the employee requested to work such days.
- (d) Overtime worked on at tour that is paid at premium rate will be compensated at double the regular rate of pay.
- (e) There will be no duplicating or pyramiding of overtime pay or other premiums.
- (f) Overtime will not be paid when employees are required to attend educational or training programs that begin before or end after regularly scheduled shifts.
- (g) An employee required to work three or more hours of overtime will be provided with a meal or an allowance of \$6.00.

13.08 Employees who are placed on standby outside of their regularly scheduled hours will receive a premium of three dollars and thirty cents (\$3.30) per hour. Standby pay will stop when an employee is directed to report for work.

13.09

(a) Standby/On Call

- i) Where a Nurse is assigned to be on standby or on call outside of her regularly scheduled working hours, she will receive on call pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period designated as on call. When a nurse is called in to work and reports for work outside his/her regularly scheduled hours, he/she will be paid time and one-half (1-1/2) his/her straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at straight time except to the extent that this (4) hour period overlaps and extends into his/her regular straight time hourly rate for actual hours worked up to the commencement of his/her regular shift. Where such standby duty falls on a paid holiday, the nurses will receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour.
- ii) When a nurse is assigned standby or on call receives a telephone call that requires telephone consultation and does not require the nurse to attend at a Long Term Care Facility, the nurse will be paid at the rate of time and one half her regular straight time hourly rate of pay for all hours worked including the completion of related paperwork with a minimum guarantee of one hour pay at time and one half for each call received. Such telephone consultation will not be considered call-back nor be used to calculate hours of work earned toward overtime in the day/pay period.
- iii) Full time nurses will not be scheduled on-call on their regularly scheduled days off or weekends off, unless mutually agreed upon. The Employer will endeavour to distribute on an equitable basis.

(b) Call-in

When an employee is called into work and reports for work outside his/her regularly scheduled hours, he/she will be paid time and one-half (1-1/2) his/her straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at straight time except to the extent that this four (4) hour period overlaps and extends into his/her regular straight time hourly rate for actual hours worked up to the commencement of his/her regular shift.

13.10

Shift Premium

November 16, 2017, an employee will be paid a shift premium of two dollars and fifteen cents (\$2.15) for each hour worked on the evening shift and two dollars and fifty-five cents (\$2.55) per hour for each hour worked on the night shift.

March 1st, 2018, an employee will be paid a shift premium of two dollars and twenty cents (\$2.20) for each hour worked on the evening and two dollars and sixty cents (\$2.60) for each hour worked on the night shift.

13.11 Weekend Premium

November 16, 2017, an employee will be paid a weekend premium of two dollars and seventy cents (\$2.70) for each hour worked between 2400 hours Friday and 2400 hours Sunday.

March 1st, 2018, an employee will be paid a weekend premium of two dollars and seventy-five cents (\$2.75) for each hour worked between 2400 hours Friday and 2400 hours Sunday.

13.12 Job Sharing

- (a) Job Sharing is defined as an arrangement whereby two (2) employees share the hours of work of what would otherwise be a full-time position. The Employer will incur no additional costs or expenses from job-sharing arrangements.
- (b) Should the parties wish to enter into a job sharing arrangement, the parties will meet to negotiate the terms and conditions of the job share arrangement

**ARTICLE 14 – PAID HOLIDAYS**

14.01 The Home recognizes the following days as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day

If another day is substituted by statute or decree or by mutual agreement by the parties for observance of any of the holidays listed in this clause, the day of observance so substituted will be deemed to be the holiday for purposes of this clause.

- (a) To qualify for holiday pay employees must work their regularly scheduled shifts immediately before and after the holiday. The sole exception will be when employees are absent from those shifts because of illness and provide the Employer with a medical certificate acceptable to the Employer.
- (b) Employees on leave of absence will not receive holiday pay.
- (c) Employees absent for more than 30 days on workers'

compensation will not receive holiday pay.

- (d) Employees receiving holiday pay will not also receive sick pay to which they might otherwise be entitled.
- (e) Employees continuously absent because of accident or illness in the 30 calendar days prior to a holiday will qualify for holiday pay upon presentation of a medical certificate acceptable to the Employer.
- (f) Employees scheduled to work on a holiday who fail to do so are not entitled to holiday pay. The sole exceptions will be if the Employer permits the absence or if the absence is because of illness and a medical certificate acceptable to the Employer is presented.

14.02 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday will be deemed to be work performed on the holiday for the full period of the tour.

14.03 When a holiday falls on a full time employee's days off and she or he qualifies for payment under Article 14.06 of the Collective Agreement she or he will be granted another day off with pay at a mutually agreeable time, to be taken within three (3) months of the date of occurrence; such lieu day is to be taken on a day arranged between the employee and her or his immediate supervisor.

14.04 The Home will arrange for paid holidays off to be divided as equitably as possible.

14.05 When a holiday falls within a full time employee's vacation period and she or he qualifies for payment of the holiday subject to Article 14.01 of the Collective Agreement, it will be added to her or his vacation period or scheduled within three (3) months after the occurrence of the holiday at a mutually agreeable time.

14.06 Holiday Pay

Employees who work on a designated holiday will receive pay at 1.5 times their regular rate.

Employees working shifts that begin or end during the 24-hour period of a holiday will receive premium pay if the majority of hours worked are between 0001 hours and 2400 hours.

- ii) Full-time employees who work authorized overtime on a holiday will receive 2.5 times their regular rate of pay.

- iv) Each January the Employer will post a list of designated holidays and a date by which each should be taken.

## **ARTICLE 15 – VACATION**

15.01 Full-time employees will receive vacation with pay based on length of continuous service with the Home, in accordance with Schedule “C” attached.

15.02 Part-time employees will receive a percentage of gross earnings as vacation pay on each bi-weekly direct-deposit pay, as follows:

	PM PART-TIME ENTITLEMENT				
	hours	yrs	hours	yrs	entitlement
start	0	0	4,500	3	6%
greater than	4,500	3	16,500	11	8%
greater than	16,500	11	30,000	20	10%
greater than	30,000	20	37,500	25	12%
greater than	37,500	25			14%

15.03 For the purpose of calculating vacation entitlement, the length of continuous service with the Home will be based on the conversion factor of 1500 hours worked being equal; to one year of employment. This formula will be used to calculate the continuous service we=employees who change status from part-time to full-time and vice-versa.

15.04 Part time nurses will be granted unpaid vacation time off on the same basis as full-time nurses.

15.05 An employee may not schedule more than two (2) weeks' vacation from July 1 to August 31; however, additional requests may be granted after all employees have had an opportunity to request vacation during this period. Employees may not schedule vacation between December 21 and January 4; however, special requests in writing for special circumstances will be considered by the Director of Care.

15.06 Any outstanding earned vacation will be paid to an employee on termination of employment.

15.07 An employee will submit her or his written request for the vacation period from July 1 to August 31 on or before April 1 of each year. The final schedule for this period will be posted by May 15. For the vacation periods outside of the months July 1 to August 31, and for requests during that period not submitted by April 1st, an employee must submit her or his request at least two (2) weeks prior to the posting of the schedule in which that vacation request falls. Where a dispute arises between employees requesting the same vacation times and such requests cannot be accommodated by the Home then Home seniority with will apply.

Requests of vacation submitted outside the April 1<sup>st</sup> deadline will be dealt with on a first-come basis and seniority will not apply. Vacations may not be accumulated over the maximum yearly entitlement of the employee except with the express permission of the Home. Employees will be notified in a timely manner if their request has been approved or denied. Such vacation request will not be unreasonably denied.

- 15.08 Vacation may be taken as single days or a combination thereof, subject to operational considerations and approval of the Director of Care or designate.
- 15.09 (a) Vacations cannot be taken between December 21 and January 4.
- (b) Requests for vacation that are submitted by March 31 each year will be considered on a seniority basis; those submitted after March 31 will be considered on a first-come, first-served basis.
- (c) Employees may request to be scheduled off on the weekend prior to the start of vacation. Approval of such requests will be based on Home needs and will not be unreasonably withheld.
- (d) The approved vacation schedule will be posted by May 1<sup>st</sup>.
- 15.10 Prior to leaving on vacation, employees upon request will be notified of the date and time on which to report to work following vacation, provided the schedule has not yet been posted.
- 15.11 If an employee is hospitalized while on vacation, the employee will be considered to be on sick leave upon presentation of medical documentation that is satisfactory to the Home. In such case, the employee's vacation days for the period of hospitalization will be restored.
- 15.12 Regular part time employees will be granted unpaid leave of absence for vacation time in accordance with the entitlement of full time employees as per Article 15.01.
- 15.13 If an employee becomes ill prior to the commencement of her vacation, the employee's vacation days will be restored upon presentation of medical documentation that is satisfactory to the Home.

## **ARTICLE 16 – MISCELLANEOUS**

### **16.01 Bulletin Boards**

The Employer will provide a bulletin board for the use of the Union.

16.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form will be issued by the Employer to each employee currently employed and to each new hire at time of orientation. Costs will be shared by the Employer and the Union.

16.03 Employees are expected to familiarize themselves with the Policies and Procedures of Providence Care Centre and Providence Manor by accessing the most current versions on the Intranet section of the Providence Care Centre website. Any changes to policies and procedures will be communicated to employees either by e-mail from Providence Care Centre or in writing from the Director of Care or in person by the Director of Care.

16.04 Training and Orientation of New Employees

- (a) The training and orientation program for new employees will be consistent with the requirements of the Long-Term Care Homes Act and its regulations.
- (b) On completion of the LTC Homes Act training and orientation requirements, new employees will be scheduled to a minimum of two (2) tours on each of the day, evening and night shifts as an additional worker.
- (c) The Employer will not unreasonably deny requests for additional orientation.

16.05 Electronic pay slips with an itemized statement of deductions will be available to employees on a regular day of the week. Employees leaving the employ of the Employer will be paid all outstanding monies within two (2) weeks of the date of their termination.

16.06 The Home agrees to provide a slot in the mail room for the use of the Union. In addition, the Home will provide the Union with an internal voice mail account.

16.07 If the Employer requires the employee to obtain a medical certificate, the Employer will pay the full cost of obtaining the certificate.

16.08 Influenza Vaccine

All nurses will be required, on an annual basis, to be vaccinated for influenza. The vaccination will be provided free of charge by the Manor. If the nurse chooses to be vaccinated by her or his physician, medical certification of such vaccination must be provided. Nurses who are unable to receive this vaccine for medical reasons are required to furnish medical certification from their physician.

If a nurse refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza

outbreak in the workplace until such time as the nurse is cleared to return to work. If the nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

If a nurse refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the nurse will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other nurses.

## **ARTICLE 17 – PROFESSIONAL RESPONSIBILITY**

17.01 In the event that the Employer assigns a number of Residents or a workload to an individual employee or group of employees such that she or he or they have cause to believe that she or he or they are being asked to perform more work than is consistent with proper Resident care, she or he or they will:

- (a) i) Complain in writing to the Employee/Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Employee/Management Committee will convene a meeting of the Employee/Management Committee within ten (10) calendar days of the filing of the complaint. The Committee will hear and attempt to resolve the complaint to the satisfaction of both parties.
- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Employee/Management Committee the complaint will be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses will act as Chairperson.
- iii) The Assessment Committee will set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and will be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee will report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- (b) i) The list of Assessment Committee Chairpersons will be as agreed by the parties.

The parties agree that should a Chairperson be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she or he would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

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

## **ARTICLE 18 – BENEFIT PLANS**

- 18.01 Benefits coverage for full-time nurses who were employed on the date of certification and for those hired since, will continue on the basis of the Employer paying 100% of the billed premium for Life Insurance and AD&D coverage. Co-payment of the billed premium (75% by the Employer, 25% by the employee) will continue for the following Manulife Division 33 plans: Extended Health, Dental, short-term disability, long-term disability as below
- 18.02 The terms and conditions of coverage of the various benefits plans that were in effect on the date of certification will continue.
- 18.03 (a) The Employer and employees will participate in the Healthcare of Ontario Pension Plan “HOOPP” in accordance with its terms and requirements.
- (b) The Employer will continue to pay the premiums for benefits plans for employees who are on paid leaves of absence, unpaid leaves of absence of less than thirty (30) days, Workers' Compensation or at any other time when salary is received. Employees who are on lay-off or leaves of absence not covered above, may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the lay-off or leave of absence does not exceed the earlier of one (1) year or re-employment.

(c) The Employer will provide each employee with available information relating to the benefit plans outlined in this Agreement.

18.04 The above provisions will also apply to regular part-time nurses who were employed on the date of certification and those hired since, and who are regularly scheduled to a minimum of two shifts per week.

18.05 Benefits Age 65 and Older

Semi-private hospital insurance, short term disability, extended health care benefits and dental benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits will cease at age sixty-five (65).

18.06 Employment Insurance Rebate

The short term sick leave plan will be registered with the Employment Insurance Commission (EI). The employee's share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

**ARTICLE 19 – MODIFIED WORK**

19.01 The Employer and the Union both recognize their obligations under the law in facilitating the early and safe return of disabled employees to work. The Employer and the Union agree that on-going and timely communication by all participants in this process is essential to the success of safely integrating accommodated workers back into the workplace.

When it has been determined that an employee will be returning to work on a modified/light/alternate work program, the Employer will provide an opportunity for a representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the employee's return to work. An employee's return to work will not be delayed because of the unavailability of a Labour Relations Officer or a member of the local executive.

**ARTICLE 20 – SHORT TERM/LONG TERM DISABILITY (SEE SCHEDULE "D")**

20.01 Reporting Sick

An employee will observe the following procedure:

(a) Employees taking ill or suffering an accident during working hours, will notify the Director of Care or designate, or a person

designated by the Director of Care or designate, before the employee leaves her or his duties to report to Health Services.

- (b) When the illness or accident takes place at a time other than the employee's normal hours, the employee will notify the Director of Care or designate at least one (1) hour prior to the day tour and where practical or possible, at least four (4) hours for all other tours.

## **ARTICLE 21 – COMPENSATION**

### 21.01 (a) Salary Rates

The salary rates in effect during the term of the Agreement will be those set forth in Appendix 1 attached to and forming part of this Agreement.

- (b) The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Home's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is 9%.

It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 9% or 13%, as applicable, which is paid in lieu of fringe benefits and accordingly the 9% or 13%, as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

### 21.02 Salary Rate on Certification

A nurse in the employ of the Home who holds a Temporary or Provisional Certificate as a registered nurse and who obtains her or his General Certificate of Registration will be given the salary of the Registered Nurse as provided in this Article effective the date the nurse presents proof of obtaining her/his General Certificate of Registration to the Director of Care or her/his designate, or to the date of last hire whichever is later.

### 21.03 (a) Salary Rate on Promotion

A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of

the higher rated classification so that the nurse will receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which the nurse has been promoted) and the nurse will retain the nurse's service review date for purposes of wage progression. For the purpose of this Article, promotion will be defined as a move from one classification to another classification with a higher salary grid and will not include a change of status to Registered Nurse when a nurse who holds a Temporary Certificate of Registration obtains her/his General Certificate of Registration. A nurse who is moved to a lower rated classification will be placed at the level on the grid, if any, which most closely recognizes the nurse's experience level on the other grid.

- (b)
  - i) Where the Home temporarily assigns a Registered Staff Nurse to carry out the assigned responsibilities of a higher classification (whether or not such classification is included in the bargaining unit) for a period of 1 full tour or more, at times when the incumbent in any such classification would otherwise be working, the nurse will be paid a premium of one dollar and sixty-five cents (\$1.65) per hour for such duty in addition to the nurse's regular salary. The Home agrees that it will not make work assignments which will violate the purpose and intent of this provision.
  - ii) Any registered nurse in the Acting Director of Care position for more than 20 consecutive days, will be paid at the rate of three dollars (\$3.00) per hour for all regular hours worked. In all other circumstances, pay will be at the rate of one dollar and sixty-five cents (\$1.65) per hour for all regular hours worked. Only one registered nurse can be appointed Acting Director for that period of time that the Director is away.

(c) Charge Pay/Team Leader Pay

Whenever a nurse is assigned additional responsibility to direct, supervise or oversee work of nurses, and/or be assigned overall responsibility for resident care on the unit, ward, or area, or when there is no administration in the building, for a tour of duty, the nurse will be paid a premium of one dollar and sixty-five cents (\$1.65) per hour.

#### 21.04 Previous Clinical Experience

Claim for related clinical experience, if any, will be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse will co-operate with the Home by providing verification of previous experience so that the nurse's related clinical experience may be determined and evaluated during the nurse's probationary period. Having established the related clinical experience, the Home will credit a new nurse with 1 annual service increment for each year of experience up to a maximum of the salary grid.

If a period of more than 2 years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, will be at the discretion of the Home. For full-time nurses, the Home will give effect to part-time nursing experience and for part-time nurses the Home will give effect to full-time nursing experience.

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

#### 21.05 Salary Advancement

- (a) Each full-time nurse will be advanced from the nurse's present level to the next level set out in the Salary Schedule, 12 months after the nurse was last advanced on the nurse's service review date. If a nurse's absence without pay from the Hospital exceeds 30 continuous calendar days during each 12 month period, the nurse's service review date will be extended by the length of such absence in excess of 30 continuous calendar days.
- (b) Each part-time nurse will be advanced from the nurse's present level to the next level set out in the salary schedule after 1500 hours worked at the present level in accordance with the provisions of Article 11.03

#### 21.06 Salary Rate on Change in Status

A part-time nurse whose status is altered to full-time will assume the nurse's same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume the nurse's same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of the nurse's last advancement.

#### 21.07 New Classifications

- (a) 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 will advise

the Union of such new or changed classification and the rate of pay established. The Home will also provide the Union with any available information on the job posting, job profile and salary scale of the classification. If requested, the Home agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting will not delay the implementation of the new classification. Where the Union challenges the rate established by the Home and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within 7 calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8, it being understood that any Arbitration Board will be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved.

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

#### 21.08 Behavioural Support Services

- (a) Behavioural Supports Services (BSS) employees in Kingston, Brockville and Belleville who are required to use their cars as part of their work will be reimbursed for any parking expenses when assigned to work at other Homes. In addition, the Employer will pay for out of pocket expenses, i.e., parking meter charges, etc., incurred by the employees when they are required to travel throughout the communities serviced.
- (b) The Home will pay a mileage allowance of \$0.40 per km. or such higher rate as allowed by the corporate travel policy. When the corporate mileage rate is increased, the employees will be notified by email by the Regional Director and/or the Team Manager(s). The Mileage Expense Claim form will be updated to reflect the new rate and sent to employees to use on the effective date. Providence Care will review the corporate mileage allowance annually and submit such review to the Union.
- (c) BSS employees, who use personal vehicles only, and who are required to use personal vehicles in the course of their job duties, will be reimbursed for additional insurance coverage required for their cars when used for work purposes, up to a maximum of two hundred and fifty dollars (\$250.00) annually.

BSS employees who use personal vehicles only, and who are required to use personal vehicles in the course of their job duties, will be reimbursed for the purchase of a Roadside Assistance Plan up to a maximum of one hundred dollars (\$100.00) annually.

## **ARTICLE 22 – VIOLENCE AND HEALTH & SAFETY**

- 22.01 (a) Violence for all purposes in the collective agreement shall be defined as any actual, attempted or threatened or implied conduct of a person that causes or is likely to cause physical and/or psychological trauma/harm/injury/illness or that gives a person reason to believe that s/he or another person is at risk or and/or psychological trauma/harm/injury/illness. An employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Employer agrees to develop, establish and put into effect, formalized measures, policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence.
- (c) All incidents of violence will be reported to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) The Employer agrees to have a process that can alert all employees about a Resident with a history of violent behaviour.

## **ARTICLE 23 – DURATION OF AGREEMENT AND RETROACTIVITY**

- 23.01 This Agreement will be in effect from April 1, 2016 to March 31, 2018 and will continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

Retroactivity will be paid to all current employees on wages, shift and weekend premiums. All other amendments shall be effective on the date of ratification except where otherwise provided for in this agreement. Nurses who have left their employment will only receive retroactivity for wages only.

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

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

All retroactivity shall be paid within six (6) weeks following the date of ratification.

Retroactivity will be paid on a separate cheque.

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

**SIGNING PAGE**

DATED AT KINGSTON, ONTARIO, THIS 26 DAY OF April, 2018

FOR THE EMPLOYER

"Oksana Kravtsova"

"Regina Mitchell"

"Georgia Bankuti"

"Kathy Baker"

FOR THE UNION

"Angie Stott"  
Labour Relations Officer

"Marian Mulvihill"

"Diane Desrouleaux"

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**APPENDIX 1**  
**SALARY GRID**

## Registered Nurse

	1-Apr-16	1-Apr-17
Start	\$ 31.45	\$ 32.21
1 Year	\$ 31.91	\$ 32.36
2 Years	\$ 32.45	\$ 32.90
3 Years	\$ 34.04	\$ 34.52
4 Years	\$ 35.65	\$ 36.15
5 Years	\$ 37.66	\$ 38.19
6 Years	\$ 39.68	\$ 40.24
7 Years	\$ 41.72	\$ 42.30
8 Years	\$ 44.68	\$ 45.31
25 Years	\$ 45.47	\$ 46.11

## Charge Nurse

	1-Apr-16	1-Apr-17
Start	\$ 33.22	\$ 34.00
1 Year	\$ 33.67	\$ 34.14
2 Years	\$ 34.22	\$ 34.70
3 Years	\$ 35.81	\$ 36.31
4 Years	\$ 37.42	\$ 37.94
5 Years	\$ 39.42	\$ 39.97
6 Years	\$ 41.44	\$ 42.02
7 Years	\$ 43.48	\$ 44.09
8 Years	\$ 46.43	\$ 47.08
25 Years	\$ 47.22	\$ 47.88

## Nurse Practitioner

	1-Apr-16	1-Apr-17
Start	\$ 47.80	\$ 48.47
1 Year	\$ 48.75	\$ 49.43
2 Years	\$ 49.78	\$ 50.48
3 Years	\$ 50.82	\$ 51.53
4 Years	\$ 51.86	\$ 52.59
5 Years	\$ 52.89	\$ 53.63
6 Years	\$ 53.92	\$ 54.67
7 Years	\$ 54.95	\$ 55.72
8 Years	\$ 55.99	\$ 56.77
25 Years	\$ 57.04	\$ 57.84



**SCHEDULE "B"**

**LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT**

**COMMITTEE - CHAIRPERSONS**

Carol Lynn Anderson, RN BScN, MScN  
16151 Old Simcoe Rd  
Port Perry, Ontario L9L 1P2  
905-982-1366  
carola@bell.net

Judith A. Peterson  
5 Pod's Lane  
Oro-Modeonte, Ontario L0L 1L0  
705-835-6569

**SCHEDULE "C"****VACATION ACCRUAL****Full-time**

	Days/Year Level		Days/Year Level
Start	20.00	After 18 years	30.26
After 1 year	20.57	After 19 years	30.83
After 2 years	21.14	After 20 years	31.40
After 3 years	21.71	After 21 years	31.97
After 4 years	22.28	After 22 years	32.54
After 5 years	22.85	After 23 years	33.11
After 6 years	23.42	After 24 years	33.68
After 7 years	23.99	After 25 years	34.25
After 8 years	24.56	After 26 years	34.82
After 9 years	25.13	After 27 years	35.39
After 10 years	25.70	After 28 years	35.96
After 11 years	26.27	After 29 years	36.53
After 12 years	26.84	After 30 years	37.10
After 13 years	27.41	After 31 years	37.67
After 14 years	27.99	After 32 years	38.24
After 15 years	28.55	After 33 years	38.81
After 16 years	29.12	After 34 years	39.38
After 17 years	29.69	After 35 years	39.95

**SCHEDULE "D"****BENEFIT PLANS**

The Employer will maintain the following coverage and levels, subject to the terms and conditions of its contract with the respective insurer(s):

**Vision:** Purchase and fitting of prescription glasses or elective contact lenses to an overall maximum of \$300 per person in any 24 consecutive months and eye exam of up to a maximum of one hundred and thirty-nine dollars (\$139.00) every 12 months.

**Hearing:** Hearing aids up to \$500 per person per 36 months. The maximum for this expense will not apply to children age 10 or under.

**Dental:** Coverage based on the current General Practitioners' Dental Fee Guide or the minimum fee specified in the current Denturist Fee Guide of the Province of Ontario as follows:

- 100% coverage for Basic Expenses
- 50% coverage for Major Expenses (Crowns, Inlays, Initial bridge)
- 50% for Orthodontics (for dependent children under 19 only)
- Complete oral examination once every three years
- Recall oral examination once every six (6) months for children under 18 years
- Recall oral examination once every twelve (12) months for any other person

**Paramedical Services:** \$250 per person per calendar year for the services of these licensed, certified or registered paramedical practitioners:

- Psychologist,
- Speech
- Therapist,
- podiatrist,
- Chiropractor,
- Physiotherapist,
- Osteopath,
- Naturopath,
- Massage Therapist,
- Magnetic Field Therapist.

**Health Care Spending Account**

The group benefit plan includes a Health Care Spending Account in the amount of \$1,000 for nurses who are enrolled for family coverage and \$500 for those who are enrolled for single coverage.

## **SHORT- AND LONG-TERM DISABILITY BENEFITS**

The following does not apply to compensable accidents such as those covered by the Workplace Safety and Insurance Board.

Sick/disability leave benefits :

1. During the first 15 weeks of disability (see definition of “totally disabled” under Long Term Disability below), the employer pays up to 100 per cent of earnings;
2. Sick pay benefits from the 16<sup>th</sup> to 30<sup>th</sup> week of disability are provided by Service Canada Employment Insurance;
3. After the 30<sup>th</sup> week, Long Term Disability benefits of up to 75 per cent of earnings are provided by the Plan until the employee reaches age 65, or for life in some cases.

The amount of short-term sick pay is determined by the length of service with the Employer, up to the date of disability, according to the following schedule:

<b>Length of Service*</b>	<b>Sick Leave Benefits</b>
At least 3 months	66 2/3% of regular earnings
At least 1 year	70% of regular earnings
At least 2 years	80% of regular earnings
At least 3 years	90% of regular earnings
At least 4 years	100% of regular earnings

Regular earnings are those in effect on the last day actively at work.

The short-term sick leave benefits are payable for up to 15 calendar weeks. For an employee who returns from an absence as a result of illness or injury and works for three continuous weeks at her regular duties and regular hours, the benefit period of 15 calendar weeks will be reinstated in full. However, if within three regular work weeks following return to work the employee becomes disabled from the same or a related cause, only the remainder of the 15 calendar week benefit period will apply.

If within three regular work weeks following return to work the employee becomes disabled from an unrelated cause of injury or illness, the benefit period will be reinstated in full. However, if the employee remains absent from work and becomes further disabled (due to a related or unrelated cause of injury/illness), the 15 calendar week benefit period will not be reinstated.

## **LONG-TERM DISABILITY (LTD)**

### **Definition of Totally Disabled:**

Totally disabled means wholly and continuously disabled due to illness or bodily injury and, as a result, not physically or mentally fit to perform the essential duties of one’s normal occupation during the first 30 calendar weeks of disability. After this time, a person will still be considered totally disabled provided she is unable to perform the essential duties of her normal occupation and any other occupation:

- For which she is, or may become fitted, by education, training and/or experience, and
- For which the current monthly earnings are 75% or more of the current monthly earnings for your normal occupation.

The availability of such occupations, jobs or work will not be considered in assessing the disability.

Confinement is not normally required. However, a person must be under the regular care of a physician, and be prepared to attempt rehabilitative employment, or participate in a rehabilitation program considered appropriate by the insurer.

If a person must hold a government permit or licence to perform her duties, she will not be considered totally disabled solely because such permit or licence has been withdrawn or not renewed.

### **Benefit Amount**

The amount of LTD benefit will be determined by the length of continuous service with the employer, as of the day before the first day of absence. Regular earnings are those in effect on the last day actively at work. The following chart summarizes the benefit amount based on length of service:

<b>Length of Service</b>	<b>Amount of Earnings</b>
At least 6 months of service but less than 20 years	65% of regular earnings
At least 20 years of service but less than 30 years	70% of regular earnings
At least 30 years of service	75% of regular earnings*

*\*Up to a minimum monthly benefit of \$50 to age 65*