

COLLECTIVE AGREEMENT

between

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

and

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

EXPIRY: MARCH 31, 2018

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ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – DEFINITIONS .....	1
ARTICLE 4 – MANAGEMENT FUNCTIONS.....	2
ARTICLE 5 – NO DISCRIMINATION.....	2
ARTICLE 6 – VIOLENCE.....	4
ARTICLE 7 – NO STRIKES OR LOCKOUTS .....	4
ARTICLE 8 – UNION SECURITY .....	5
ARTICLE 9 – CORRESPONDENCE.....	5
ARTICLE 10 – UNION REPRESENTATION.....	5
ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION .....	7
ARTICLE 12 – SENIORITY AND JOB SECURITY .....	9
ARTICLE 13 – PROFESSIONAL RESPONSIBILITY, ORIENTATION AND IN-SERVICE .....	13
ARTICLE 14 – LEAVE OF ABSENCE.....	16
ARTICLE 15 – ILLNESS ALLOWANCE .....	22
ARTICLE 16 – PAID HOLIDAYS.....	24
ARTICLE 17 – EARNED LEAVE (VACATIONS).....	25
ARTICLE 18 – BENEFITS – HEALTH AND WELFARE .....	27
ARTICLE 19 – HOURS OF WORK.....	29
ARTICLE 20 – CLOTHING ALLOWANCE .....	34
ARTICLE 21 – GENERAL.....	34
ARTICLE 22 – COMPENSATION .....	34
ARTICLE 23 – DURATION .....	36
ARTICLE 24 – EFFECTIVE DATES .....	36
SCHEDULE "A" – CLASSIFICATIONS AND SALARY RANGES.....	38
PAY EQUITY ADJUSTED RATES.....	38
LETTER OF UNDERSTANDING .....	39
LETTER OF UNDERSTANDING .....	39
RE: BANKED TIME.....	40
LETTER OF UNDERSTANDING .....	41
RE: LOCAL CO-ORDINATOR LEAVE .....	41
LETTER OF UNDERSTANDING .....	42
RE: LETTER OF AGREEMENT – STAFFING .....	42
LETTER OF UNDERSTANDING .....	44
RE: NURSE PRACTITIONER.....	44
LETTER OF UNDERSTANDING .....	44
RE: MENTORSHIP GUIDELINES.....	45

**ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the registered and graduate nurses represented by the Union. It provides for an ongoing means of communication between employee(s) representatives and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment will be described in this Agreement.

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all registered nurses and nurses with a temporary certificate of registration employed by Riverside Health Care Facilities Inc., at Rainycrest Long Term Care engaged in a nursing capacity, save and except the Assistant Director of Nursing and the Director of Care.
- 2.02 All employee(s) shall be free to either join or refrain from joining the Union.
- 2.03 All references to officers, representatives and committee members in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit.

**ARTICLE 3 – DEFINITIONS**

- 3.01 The word "employee(s)" when used in this Agreement shall mean persons included in the above-described bargaining unit.
- 3.02 For the purpose of interpretation, wherever used herein, the feminine gender shall mean and include the masculine and vice-versa and similarly the singular shall include the plural and vice-versa as applicable.
- 3.03 A "Registered Nurse" is defined as a person who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A registered nurse is required to present to the Director of Resident Care by February 15th of each year, her Certificate of Competence or acceptable proof of payment for the year.
- 3.04 "Supervisor" or "Immediate Supervisor" when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- 3.05 For the purposes of interpretation:
- (a) A regular full-time employee is an employee who is regularly pre-scheduled for an average of seventy-five (75) hours on a bi-weekly basis.

- (b) A regular part-time employee is an employee who is regularly pre-scheduled for less than full-time hours.
- (c) A casual part-time employee is an employee who works on an on-call basis and who is not pre-scheduled.

#### **ARTICLE 4 – MANAGEMENT FUNCTIONS**

4.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force of the Home are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- (a) to manage and operate its establishment; to determine the kinds, location and number of the Employer's establishments and to make, alter and enforce regulations governing the use of all materials, facilities and services as may be deemed necessary in the interest of safety and well-being of Rainycrest Long Term Care residents and the public;
- (b) to maintain order, discipline and efficiency and make, alter and enforce reasonable rules and regulations to be observed by the employee(s);
- (c) to hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employee(s); to assign employee(s) to tours and to increase and decrease the working forces, providing that a claim by any employee(s) that she has been discharged, suspended or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 – NO DISCRIMINATION**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a health workplace. Commitment to a healthy workplace requires a high degree of co-operation between Employers, employees, physicians and the Union. Nurses should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner as set out below:

5.01 The Employer and the Union agree that there shall be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee(s) because of her membership or non-membership in the Union or because of her activity or lack of activity on behalf of the Union or because of exercising her rights under the Collective Agreement.

5.02 The Employer and/or the Union shall not discriminate with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, place of residence, disability or sexual orientation.

The Employer and/or the Union shall not discriminate against any member of the Union with respect to family relationship or political affiliation or activities. However, should either family relationships or political affiliation or activities be detrimental to the quality of resident care or to the effective management of the Home, it is agreed that after discussion with the Joint Union-Management Nursing Committee, management may take whatever steps are reasonably necessary to insure the efficient operation of the Home.

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

5.03 Harassment

- (a) “Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap”. ref: Ontario Human Rights Code, Sec. 5 (2).
- (b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her or his Employer or agent of the Employer or by another employee”. ref: Ontario Human Rights Code, Sec. 7 (2).
- (c) “Every person has a right to be free from,
  - (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person”. ref: Ontario Human Rights Code, Sec. 7 (3).
- (d) An employee(s) who believes that she has been harassed contrary to this provision may file a grievance under Article 15 of this Agreement.

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

5.04 The Employer and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

5.05 Whistle Blowing Protection

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

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

5.07 In dealing with physician conduct, the Employer may incorporate recommendations from the draft (or final) report of the College of Physicians and Surgeons on the Disruptive Physician Behaviour Initiative.

**ARTICLE 6 – VIOLENCE**

6.01 The Employer agrees that no form of verbal, physical, sexual, racial or other abuse of employee(s) will be condoned in the workplace. Any employee(s) who believes the situation to be abusive shall report this to her Supervisor who will make every reasonable effort to rectify the abusive situation.

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

The parties further agree that suitable subjects for discussion at the Employee(s)-Management Committee will include aggressive residents.

In particular, appropriate measures with respect to violence in the workplace will be reviewed for appropriate measures. This assessment will include a review of safety plans and risk assessments, electronic systems, training, other.

6.03 Where the incident form indicates an employee has suffered personal damage by a resident, the Employer shall replace or repair at no cost to the employee(s), any damaged item.

**ARTICLE 7 – NO STRIKES OR LOCKOUTS**

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in the Labour Relations Act, R.S.O., 1970, c. 232, as amended.

## **ARTICLE 8 – UNION SECURITY**

- 8.01 The Employer will deduct an amount equivalent to the regular monthly dues from the pay of each employee(s) in the bargaining unit on the first pay period of each month. The Union shall notify the Employer in writing of the exact dues to be deducted from the pay of regular scheduled and casual employee(s). All computations of the dues will be the responsibility of the Union. The dues deducted will be forwarded to the Union each month together with a list of the names of the employee(s) on whose behalf such deductions have been made and a copy of the list will be sent to the Local Union. Such list will include the employee(s)' Social Insurance Numbers and addresses.
- 8.02 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions and remittances.
- 8.03 The Employer will indicate on the T-4 Slips issued to each employee(s) the total amount of union dues deducted during the previous year.
- 8.04 During the orientation period, an officer of the bargaining unit shall be allowed a reasonable period of time, not to exceed one-half (1/2) hour, within regular working hours to interview newly employed employee(s) and to discuss the benefits and duties of Union membership and responsibility to the Union and the Employer.

## **ARTICLE 9 – CORRESPONDENCE**

- 9.01 All correspondence between the Union and the Employer arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Contact Person of the bargaining unit or Union staff. The Union will advise the Employer in writing of the name of the Contact Person.

## **ARTICLE 10 – UNION REPRESENTATION**

- 10.01 The Employer will recognize two (2) employee(s) representatives.
- 10.02 The Employer will recognize a Grievance Committee of two (2) employee(s) to attend grievance meetings as provided hereunder (Article 11). The Employer agrees to pay a grievor for all time spent during her or his regular hours at Step No. 1 and Step No. 2 grievance meetings.
- 10.03 The Employer will recognize a Negotiating Committee not to exceed three (3) employee(s) which shall represent full-time and part-time employee(s).
- 10.04 (a) The Employer will recognize and agrees to appoint representatives to the Joint Union-Management Nursing Committee and its purpose shall be to promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern including scheduling problems and requests, utilization of

nursing staff, quality of resident care, orientation and in-service programmes. Matters may be referred to the said committee by the Union or the Employer.

- (b) The composition of the said committee shall consist of three (3) employee(s) who shall act on behalf of the Union and the Administrator, Executive Assistant and Director of Resident Care (or designates) who will act on behalf of the Employer.
- (c) The committee shall meet at mutually satisfactory times but no less than once every two (2) months. A representative of either party shall notify a representative of the other in writing within five (5) days (excluding Saturdays, Sundays and holidays) of the meeting, of the items her party wishes to discuss. Minutes shall be recorded on an alternating basis between ONA and Management.

The parties agree to engage in effective and meaningful discussion to attempt and resolve issues that are raised.

#### 10.05

#### Occupational Health & Safety

- (a) The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the employee/Employer Health and Safety Committee or negotiations with the Union.
- (b) The Union and the Employer shall co-operate in establishing rules and practices which promote a safe and healthy occupational environment and which provide protection from factors adverse to employee health and safety. The Employer shall co-operate in providing necessary information to enable the Health and Safety Committee to fulfill its function.
- (c) A Health and Safety Committee shall be established which is composed of an equal number of employee and Employer representatives, but with a minimum of one (1) representative selected or appointed by the Union.

The Health and Safety Committee shall hold meetings as required by regulations or more frequently as requested by any committee member for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. Responsibility for minutes and the Chairperson for such meetings will alternate between the employee and Employer representatives.

- (d) All time spent by a member of the Health and Safety Committee attending meetings of the committee and carrying out her duties shall be deemed to be work time for which she shall be paid by her Employer at



her regular or premium rate as may be proper and she shall be entitled to such time from her work as is necessary.

- (e) At least one (1) Health and Safety Representative from the Union shall be a certified worker as defined under the Occupational Health and Safety Act. If there is only one (1) certified worker and that worker is not from this bargaining unit, the next worker trained and certified shall be a registered nurse covered by this Agreement. All time spent in training shall be considered work time and paid accordingly by the Employer along with any accompanying expenses.

- 10.06 The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.
- 10.07 The Union will provide the Employer with the names of its officers, committee members and employee(s) representatives. This list will be revised when changes occur.
- 10.08 The Employer shall pay officers, representatives and committee members their respective salaries for all regular scheduled time spent investigating grievances, negotiating renewal of this Agreement up to and including Conciliation and while attending meetings with the Employer.
- 10.09 There shall be no Union business other than as stated in this Collective Agreement conducted during regularly scheduled time on duty.
- 10.10 The Employer will discuss government initiatives with the Union that impact on the Bargaining Unit.
- 10.11 The Employer agrees to give representatives of the Ontario Nurses' Association or consultants for the Union access to all times to the premises of the Employer for the purpose of investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.

Premises does not include records, documents or confidential information. This access will be with the approval of the Administrator and such approval will not be unreasonably withheld.

## **ARTICLE 11 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 11.01 Any employee(s) or the Union may present a complaint at any time without recourse to the formal written procedure contained herein, but in the normal course of events, grievances shall be registered with the Employer as follows:

### **Step No. 1**

An employee(s) or the Union on her/their behalf or in its own stead may present a grievance in writing to the Director of Resident Care. Such grievance must be

presented within nine (9) calendar days of the date of its occurrence or when it came to the attention of the employee(s) and Union.

The Director of Resident Care shall render a decision in writing within nine (9) calendar days following the day on which the grievance was submitted. If this decision is unsatisfactory to the employee(s) or the Union, Step No. 2 may be followed within nine (9) calendar days.

### Step No. 2

The grievance in writing shall be referred to the Administrator or his designate who shall call a meeting of the Grievance Committee of the Union at the request of either party on the day following the filing of the grievance, if possible. Within nine (9) calendar days following the meeting or within nine (9) calendar days following submission to the Administrator, if no such meeting is held, the Administrator shall reply in writing to the employee(s) and the Grievance Committee. If the decision is unsatisfactory to the employee(s) or the Union, it may be referred to Arbitration.

11.02 If the Union or the Employer so wishes, they may present any grievance in writing in the form of a policy grievance at Step No. 2 of the Grievance Procedure.

11.03 Notwithstanding any other provision in this Article, should the Employer discharge, suspend or discipline an employee(s), notification by the Employer to such employee(s) shall be made in the presence of an employee(s) representative. Should the employee(s) or the Union wish to file a grievance against the discharge, suspension or discipline, it shall be reduced to writing and filed within nine (9) calendar days under Step No. 2 of the Grievance Procedure.

11.04 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 and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall, within thirty-six (36) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within thirty-six (36) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. When the appointment of an Arbitrator is not made as per the above process, the grievance shall be deemed to have been abandoned.

- 11.05 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairman shall be borne equally by the parties. Arbitration hearings shall be held in Fort Frances, Ontario, or at such other places as may be agreed upon by the Union and the Employer. The second sentence shall also apply to proceedings under HLDA.
- 11.06 The Arbitration Board may make such decision as in the circumstances it deems just and equitable and may vary or set aside any penalty or discipline imposed and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.
- 11.07 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the written consent of the Administrator or designate and the representative of the Ontario Nurses' Association.
- 11.08 Wherever the Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

#### **ARTICLE 12 – SENIORITY AND JOB SECURITY**

- 12.01 The probationary period for all nurses shall be four hundred and fifty (450) hours worked from the date of last hire. If retained after the probationary period, the employee(s) seniority will be dated as of the date of last hire. With the written consent of the Home, the probationary nurse and the Bargaining Unit President, the probationary period may be extended.
- 12.02 A seniority list shall be established of all employee(s) covered by this Agreement who have completed their probationary period. For part-time employee(s), seniority and service will be established on the basis of two hundred (200) tours (fifteen hundred (1500) hours) of duty being equal to one (1) year of full-time employment. A copy of the seniority list will be filed with the Union after the execution of the Agreement and a revised list will be supplied every six (6) months thereafter in the months of January and July.
- Once posted an employee will have a period of thirty (30) calendar days from the posting date to make a written complaint about her seniority as recorded. In the absence of such complaint the list shall be deemed to be correct.
- 12.03 (a) In the event of a proposed lay-off at the Home of a long term nature affecting full-time and/or part-time employee(s), the Employer shall:
- (i) provide the Union with no less than three (3) months written notice of such lay-off; and
  - (ii) meet with the Union to review the following:
    - (1) the reasons causing the lay-off;

- (2) the service which the Employer will undertake after the lay-off;
- (3) the method of implementation including the areas of cutback and the employee(s) to be laid off.

A long-term lay-off shall be defined as a lay-off of thirteen (13) or more weeks.

- (b) In the event of a proposed temporary lay-off at the Home, a bed cutback or a cutback in service, the Employer shall provide the Union with reasonable notice. If requested, the Employer shall meet with the Union to review the effect on employee(s) in the bargaining unit.
- (c) Any agreement between the Employer and the Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.
- (d) In the case of a permanent lay-off, the Employer shall provide to the affected employee(s) no less than three (3) months' written notice of lay-off or pay in lieu thereof. For other lay-offs, the Employer shall give reasonable notice.
- (e) (i) A lay-off shall be defined as any reduction of an employee(s) hours of work, reduction in paid hours and/or a permanent discontinuation of a position.

A lay-off of full-time and/or part-time employee(s) shall be made on the basis of seniority, provided that the employee(s) who remain are qualified to perform the available work. Subject to the foregoing, probationary employee(s) shall be first laid off. Casual part-time employee(s) shall be first laid off before permanent part-time employee(s). Casual part-time employee(s) shall not be utilized while full-time or permanent part-time employee(s) remain on lay-off unless all laid off full-time or permanent part-time employee(s) have been offered and declined any available work.

An employee(s) who has been notified of an impending lay-off may:

- (1) accept the lay-off; or
- (2) exercise the right to bump or displace another employee(s) in any classification who has lesser bargaining unit seniority.

Full-time and/or regular part-time employee(s) shall be recalled in the order of seniority, unless otherwise agreed between the Employer and Union, provided that the employee(s) is qualified to perform the available work. When all full-time and permanent part-time employee(s) have been recalled, casual part-time employee(s) shall be recalled in order of seniority.

Where an employee(s) declines the opportunity for recall to a permanent position in her category (full-time or part-time), her name will go to the bottom of the recall list. A refusal after his/her name has been placed at the bottom of the recall list as a result of a refusal, the employee name will be removed from the recall list.

- (ii) An employee(s) who exercises her bumping right and/or is recalled to a position shall be provided with such orientation and/or training as is necessary.
- (iii) Where a vacancy occurs in a position following a lay-off hereunder as a result of which a full-time or part-time employee(s) had been transferred to another position, the affected employee(s) will be offered the opportunity to return to her/his former position providing such vacancy occurs within six (6) months of the date of lay-off. Where the employee(s) returns to her/his former position, there shall be no obligation to consider the vacancy under Article 12. Where the employee(s) refuses the opportunity to return to her/his former position, she/he shall advise the Employer in writing within one (1) week of receipt of the offered position.
- (iv) No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the agreement of the Union.
- (v) All part-time and full-time employee(s) represented by the Union who are on lay-off will be given a job opportunity in the full-time and part-time categories before any new employee(s) is hired into either category.

No new employee(s) shall be hired until all those employee(s) laid off have been given an opportunity to return to work.

- (vi) Full-time employee(s) on lay-off shall be offered any temporary vacancies that arise out of the full-time bargaining unit in order of seniority. Permanent part-time employee(s) on lay-off shall be offered any temporary vacancies that arise out of the part-time bargaining unit in order of seniority. An employee(s) who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. Where temporary vacancies are not filled from laid off full-time or permanent part-time employee(s), the Employer shall offer the vacancy to the senior laid off employee(s) for the other category.

A full-time employee(s) shall maintain her full-time status when accepting or refusing occasional or incidental shifts.

12.04 All seniority, service, illness allowance, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the employee(s) if she is re-classified from full-time employment to part-time employment and vice-versa.

- 12.05
- (a) An employee(s) shall continue to accumulate seniority during any approved leave of absence without pay for purposes of furthering education, by reason of illness or injury supported by a Doctor's Certificate, pregnancy or parenting leave or by reason of being absent on Workers' Compensation Benefits.
  - (b) When on leave of absence without pay not covered under (a) above, seniority shall accumulate for the first thirty (30) continuous calendar days of the leave. If the leave exceeds thirty (30) continuous calendar days, seniority shall be retained but not accumulated for the duration of the leave which exceeds thirty (30) continuous calendar days.
  - (c) An employee(s) who is absent from work by reason of illness or injury covered by the Short-Term Disability Insurance Plan or Workers' Compensation Benefits or because of pregnancy or parenting leave shall continue to accrue service as long as she is being paid through the S.T.D. Plan or through Workers' Compensation or is on pregnancy or parenting leave.

Otherwise, an employee(s) absent on a leave of absence without pay not exceeding thirty (30) continuous calendar days shall continue to accumulate service.

If the leave of absence without pay exceeds thirty (30) continuous calendar days, an employee(s) shall retain but not accumulate service for the period of the leave in excess of thirty (30) continuous calendar days.

- 12.06
- Prior to the appointment to a vacant or new position, the Employer shall post notice of the vacancy or new position on the bulletin board for a minimum of five (5) days in order that all staff will know that the position is open and be able to make written application to the Director of Resident Care. Temporary vacancies expected to exceed eight (8) weeks' duration shall be posted as above. The position of the successful applicant to such posting shall also be posted. Any vacancies subsequent to the foregoing two (2) vacancies shall not be required to be posted. The employee(s) whose absence has necessitated the posting of the first temporary vacancy as well as the successful applicant for that posting shall be entitled to return to their same position, unless such position has been discontinued, in which case they shall be given a comparable position.

- 12.07
- In cases where qualifications, performance and experience are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotions and transfers.

- 12.08
- A break in seniority shall have occurred:

- (a) if an employee(s) resigns;
- (b) if an employee(s) is dismissed unless such dismissal is reversed through the Grievance Procedure;
- (c) if an employee(s) is laid off in excess of thirty-six (36) months;

(d) if an employee(s) is absent without leave.

12.09 In order to protect the standard of nursing care, the Employer agrees that no one outside of the bargaining unit shall perform the work normally performed by the members of the bargaining unit, except for the purpose of instruction, experimentation or in the event of an emergency situation.

### **ARTICLE 13 – PROFESSIONAL RESPONSIBILITY, ORIENTATION AND IN-SERVICE**

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

- (a) (i) complain in writing to the Director of Resident Care with a copy to the Chairman of the Joint Union-Management Nursing Committee and the Union within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Joint Union-Management Nursing Committee shall convene a meeting of the committee at which the Board of Management may attend within ten (10) calendar days of the filing of the complaint. The Committee shall 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 Joint Union-Management Nursing Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from the panel of independent registered nurses shall act as Chairperson;
- (iii) the Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what recommendations it finds appropriate in the circumstances. The Assessment Committee shall report its recommendations in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b) (i) the parties shall select a panel of four (4) independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties;

- (ii) each party will bear the cost of its own nominee and each 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.
- 13.02
  - (a) Newly employed employee(s) shall have a minimum of five (5) tours planned orientation period.
  - (b) Planned orientation shall be provided for all three (3) tours of duty and shall include adequate preparation to assume the role of Employee(s)-In-Charge on all three (3) tours of duty. "Adequate preparation" shall be defined as on-the-job experience under the direct supervision of an experienced Nurse-In-Charge and shall not alter the current staffing patterns of the Employer. This shall apply to both full-time employees and part-time employees.
- 13.03
 

There shall be an on-going in-service educational program which may include conferences and workshops designed to promote the employee(s) professional development providing such conferences and/or workshops meet with the approval of the Administrator.
- 13.04
  - (a) The Employer will endeavour to schedule mandatory in-service programs during a nurse's regular working hours. When an employee(s) is on duty and authorized to attend an in-service program during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee(s) is required by the Employer to attend courses outside her regular working hours, she shall be paid for all time spent in attendance on such courses at her regular straight time rate including percent in lieu for those hours.
 

Where the Employer requires e-learning, it will make reasonable efforts to enable e-learning requirements during a nurse's regular working hours. E-learning required to be completed outside of regular working hours will be identified as to length of time that will be paid by the Employer at her or his regular straight time hourly rate of pay.
  - (b) The Employer will consult with the employee(s) on a regular basis regarding educational topics which the employee(s) believe would help them in their work. Both the Employer and the Union recognize their joint responsibility and commitment for the Employer to provide and the employee(s) to participate in in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized and the Employer will endeavour to provide employee(s) with opportunities to attend such programs during their regularly scheduled working hours.



13.05 (a) Student Supervision

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

Where a nurse is assigned nursing student supervision duties, the Employer will pay the nurse a premium of sixty cents (\$0.60) per hour for all hours spent supervising nursing students.

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

(c) Mentorship

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

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

The Employer will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Employer selects and assigns the mentor for a given mentoring relationship. At the request of any nurse, the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.

The Employer will pay the nurse for this assigned additional responsibility a premium of sixty cents (60¢) per hour, in addition to her or his regular salary and applicable premium allowance.

NOTE: Letter of Understanding re Mentorship Guidelines.

## **ARTICLE 14 – LEAVE OF ABSENCE**

- 14.01 Written requests for leave of absence without pay will be considered on an individual basis by the Director of Resident Care and by the Administrator. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days unless circumstances require a shorter time. Granting of such leaves shall not be unreasonably withheld.
- 14.02 After any approved leave of absence without pay and to the extent possible, an employee(s) will be returned to her former position.
- 14.03 Management reserves the right to refuse leaves of absence without pay in situations of dire emergency in which the *Long-Term Care Homes Act, 2007* would be violated.
- (a) Upon written request, leaves of absence without pay may be given for Union business up to an aggregate total of thirty (30) days in a calendar year. Such leave shall not be unreasonably withheld.
- (b) Leave of Absence for the President of the Ontario Nurses' Association
- An employee(s) who is elected to the Office of President of the Ontario Nurses' Association shall be granted, upon request, leave(s) of absence without loss of seniority and benefits. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Ontario Nurses' Association.
- The employee(s) agrees to notify the Employer of her intention to return to work within thirty (30) days before termination of office.
- (c) Leave of Absence for Board Members of the Ontario Nurses' Association
- An employee(s) who is elected to the Board of Directors of the Ontario Nurses' Association other than to the Office of President shall be granted leave of absence without pay up to as much time as is necessary and up to as much time as is necessary if the employee(s) is the Secretary-Treasurer or the President-Elect. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 13.03 (a) above. During such leave of absence, the employee(s) salary and applicable benefits shall 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.
- (d) An employee(s) who is elected or appointed to a Provincial Committee of the Ontario Nurses' Association shall be granted leave of absence without pay as necessary to attend to the business of the Committee.

There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leave of absence. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 13.03 (a). During such leave of absence, the employee(s) salary and applicable benefits shall 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.

(e) ONA Staff Leave

Upon application in writing by the Union on behalf of an employee to the Home, an unpaid leave of absence may be granted to such employee selected for a secondment or a temporary staff position with the Ontario Nurses' Association. Such leave shall not be unreasonably denied or extended beyond twelve (12) months. Notwithstanding Article 12.05, there shall be no loss of service or seniority for an employee during such leave of absence. It is understood that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return. The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

- 14.04 An employee(s) who notifies the Director of Resident Care as soon as possible following the death of a member of her family, shall be granted three (3) consecutive working days' bereavement leave in conjunction with the day of the funeral (to be concluded not more than one (1) week following the funeral). Where such a funeral is held in an area necessitating travelling time, an additional two (2) consecutive days' leave may be granted. Payment for additional leave shall be with pay which, at the employee(s) option, shall come from sick leave days, personal leave days, paid holiday lieu days or vacation unless the employee(s) wishes to take the additional leave without pay or unless there are no paid days standing to the employee(s) credit. For the death of an aunt, uncle, niece or nephew, employees shall be granted the funeral day with pay providing the funeral falls on a scheduled working day.

Members of her family shall include and be limited to parent, brother, sister, child, husband, wife or common-law spouse or same-sex spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchild. Members of the family may include, upon approval by the Employer, anyone standing in loco parentis to the employee(s).

- 14.05 If an employee(s) is required to serve as a juror in any Court of law or required by subpoena to attend a Court of law or inquest in connection with her duties with the Employer or is required by subpoena to appear as a witness before the College of Nurses of Ontario, she shall not lose her regular pay because of such attendance, provided that she:

- (a) notifies the Director of Resident Care immediately upon her receiving notification to attend Court; and
- (b) presents proof of service requiring her attendance; and
- (c) promptly repays to the Employer the amount (other than expenses) received by her for such service or attendance.

## 14.06

Parental/pregnancy leave will be granted in accordance with the Employment Standards Act (E.S.A.) as amended from time to time and as follows:

- (a) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks of continuous employment.
- (b) The employee(s) shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) weeks' notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- (c) The employee(s) has the right to extend the parental/pregnancy leave to twelve (12) months in total. Written notice by the employee(s) 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. The employee(s) shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee(s) (other than the natural mother) shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for the same Employer for thirteen (13) weeks. This leave may be taken within thirty-five (35) weeks of the child being born or coming into care.
- (e) An employee(s) shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- (f) An employee(s) shall continue to accumulate seniority and service and shall be entitled to continue to participate in the following benefits: pension, life insurance, A.D. & D., E.H.C. and dental throughout pregnancy and parental leave and the Employer shall continue to pay their share of the premium for a maximum of thirty-five (35) weeks.
- (g) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own. Unless legislation stipulates otherwise, "some permanence" shall mean a duration of one (1) year.

- (h) Employee(s) hired to replace employee(s) who are on approved parental/pregnancy leave may be released and such release shall not be the subject of a grievance or Arbitration. If retained by the Employer, the employee(s) shall be credited with seniority from date of hire subject to successfully completing her probationary period.

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

- (i) An employee(s) who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee(s) Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental/pregnancy benefits and shall continue while the employee(s) is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The employee(s) regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
- (j) The employee(s) 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.

14.07 The Employer may grant a leave of absence with or without pay to an employee(s) for the purpose of attending professional meetings and conferences.

14.08 Sick leave without pay shall be granted to an employee(s) who does not qualify for sick leave with pay or who is unable to return to work at the end of the period for which sick leave with pay is granted.

Such leave may be extended to any time necessary provided that satisfactory proof of illness from a qualified physician is produced upon application for such leave and during the period of absence by the employee(s).

14.09 An employee(s) requesting a leave of absence day(s) to attend to an ill child or other member of her immediate family shall have the option of requesting the day(s) as an unpaid leave, paid holiday lieu day(s), personal leave day(s) or vacation day(s).

#### 14.10 Pre-Paid Leave Plan

The Employer agrees to introduce a Pre-Paid Leave Program, funded solely by the employee(s), subject to the following terms and conditions:

- (a) New employees must have two (2) calendar years' employment with the Employer before they make application for pre-paid leave.
- (b) The Plan is available to employee(s) wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years' salary deferral.
- (c) The employee(s) must make written application to the Director of Resident Care at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (d) One (1) employee(s) may be absent at any one time. The year for purposes of the program shall be September 1st of one (1) year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the employee(s), the Local Union and the Employer.
- (e) Written applications will be reviewed by the Director of Resident Care or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (f) During the four (4) years of salary deferral, twenty percent (20%) of the employee(s) gross annual earnings will be deducted and held for the employee(s) and will not be accessible to her until the year of the leave or upon withdrawal from the Plan.
- (g) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (h) All deferred salary, plus accrued interest, if any, shall be paid to the employee(s) at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee(s).
- (i) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee(s) shall become responsible for the full payment of premiums for any Health and Welfare Benefits in which she is participating. Contributions to HOOPP will be in accordance with the Plan. The

employee(s) will not be eligible to participate in the Disability Income Plan during the year of the leave.

- (j) An employee(s) may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Director of Resident Care. Deferred salary, plus accrued interest, if any, will be returned to the employee(s), within a reasonable period of time.
- (k) If the employee(s) terminates employment, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the employee(s) within a reasonable period of time. In case of the employee(s) death, the funds will be paid to the employee(s) estate.
- (l) The Employer will endeavour to find a temporary replacement for the employee(s) as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee(s) as much notice as is reasonably possible. The employee(s) will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (m) The employee(s) will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) Final approval for entry into the Pre-Paid Leave Program will be subject to the employee(s) entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee(s) pay. Such agreement will include:
  - (i) a statement that the employee(s) is entering the Pre-Paid Leave Program in accordance with Article 14.11 (c);
  - (ii) the period of salary deferral and the leave period for which it is requested;
  - (iii) the manner in which the deferred salary is to be held.

The letter of application from the employee(s) to the Employer to enter the Pre-Paid Leave Program will be appended to and form part of the written agreement.

#### 14.11 Education Leave

The parties acknowledge that the responsibility for professional development is shared between the nurse and the Home. In this regard, the parties will endeavour to provide flexible work schedules to accommodate the nurse's time off requirements.

- (a) Leaves of absence, without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Director of Care, Supervisor or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of taking any examinations required in any recognized course in which nurses are enrolled to enhance their nursing qualifications.

For greater clarity, the period of the leave shall include the night shift prior to and any scheduled shifts commencing on the day of the examination as long as payment under this clause does not result in payment for more than one (1) regularly scheduled shift.

The nurse agrees to notify the immediate Manager of the date of the examination as soon as possible after she or he has become aware of the date of the exam.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Employer upon written application by the nurse to the Director of Care, Supervisor or designate.
- (d) Regular part-time nurses will be credited with seniority and service for all such hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

## **ARTICLE 15 – ILLNESS ALLOWANCE**

- 15.01 Illness allowance in accordance with the insured benefit package and 15.05, is payable when an employee(s) is absent from work due to illness or injury which is not compensatory under The Workplace Safety and Insurance Act.
- 15.02 If an employee(s) leaves work during the tour of duty due to illness or an illness/injury compensable by Workers' Compensation Benefits, she shall be paid for the entire tour without loss of illness allowance credits.
- 15.03 The Employer will provide a Short-Term Disability (STD) and Long-Term Disability (LTD) Insurance Plan for all full-time employee(s) and for those permanent part-time employee(s) hired on or before December 1, 2008.

- (a) **Short-Term Disability (STD)**

The Employer will pay one hundred percent (100%) of the cost of this Plan.

All eligible employee(s) are covered from date of hire. The benefit period is up to seventeen (17) weeks per illness and the full benefit period will be



reinstated after an employee(s) has returned to work for at least two (2) weeks or if the subsequent illness is due to an unrelated illness.

The STD Plan will provide one hundred percent (100%) pay for the first seven and one-half (7 1/2) days of illness (pro-rated for permanent part-time employee(s)) in each calendar year. These days will be deposited to the credit of each employee(s) on March 1st of each year. For the remainder of the seventeen (17) week benefit period, it will pay seventy-five percent (75%) of the employee(s) earnings.

(b) Long-Term Disability (LTD)

The Employer will pay seventy-five percent (75%) of the premiums for this Plan.

The Plan will provide coverage for seventy-five percent (75%) of the employee(s) normal earnings when the employee(s) is disabled from performing her own job. The initial period of coverage is two (2) years at her own job. The Plan benefits shall be the equivalent of the attached Greenshields Plan. Benefits become payable to an employee(s) upon cessation of STD Plan benefits.

- 15.04 If an employee(s) is in receipt of STD payments or Workers' Compensation Benefits, the Employer will continue to pay the Employer's portion of all benefit premiums and pension (based on the amount of money being received from STD or Workers' Compensation) as long as the employee(s) pays to the Employer her portion of benefit premiums and pension contributions. If an employee(s) is absent on LTD, her portion of the LTD premium is waived. However, the employee(s) will become responsible for the full cost of premiums for other benefits she elects to keep.
- 15.05 Any sick leave credits from the former Plan retained by an employee(s) shall remain to the employee(s) credit. These sick leave credits may, at the option of the employee(s) only, be used by the employee(s) to top up STD benefits to one hundred percent (100%) of her earnings or may be held for cash out at a later date at the rate of fifty percent (50%) of her unused credits to a maximum of one hundred and thirty (130) hours.
- 15.06 The Employer reserves the right to request a certificate from a qualified physician or Nurse Practitioner attesting to the fact that an employee(s) is ill for any absence from work due to illness. The Employer reserves the right to request a second opinion from a qualified physician of the Employer's choosing. Any cost for the second opinion not covered by OHIP will be borne by the Employer.
- 15.07 The Employer agrees to assist with concerns/problems arising from an employee(s) entitlement to STD and LTD benefits under the Plan.
- 15.08 Each full-time and permanent part-time employee(s) shall be entitled to personal leave days with pay in each year on the following basis:

- (a) On March 1st of each year, eight and one-half (8 1/2) PLC's (63.75 hours) (pro-rated for permanent part-time employee(s)) shall be deposited to the employee(s) credit.
- (b) For every hour of paid sick leave (whether it is one hundred percent (100%) paid from the yearly credits or seventy-five percent (75%) paid from the STD/LTD Plan) used by an employee(s), one (1) hour will be deducted from her personal leave credit bank (until it reaches zero (0) hours).
- (c) An employee(s) must have at least one hundred and five (105) hours standing to her credit on March 1st in any year to entitle her to one (1), seven and one-half (7 1/2) hour personal leave day (one hundred and fifty-seven (157) hours for an eleven and one-quarter (11 1/4) hour personal leave day) for the next twelve (12) month period.
- (d) An employee(s) must have at least two hundred and ten (210) hours standing to her credit on March 1st in any year to entitle her to two (2), seven and one-half (7 1/2) hour personal leave days (three hundred and fifteen (315) hours for two (2), eleven and one-quarter (11 1/4) hour personal leave days) for the next twelve (12) month period.
- (e) An employee(s) covered by the STD/LTD Plan who is hired after March 1st in any year shall receive PLC's on her date of hire equal to the pro-rated number of one hundred percent (100%) sick leave days she receives.
- (f) On March 1st of each year, each employee(s) shall receive notification of the number of hours of personal leave credits in her bank.

#### **ARTICLE 16 – PAID HOLIDAYS**

16.01 The following will be recognized as holidays with pay for all full-time employee(s) and also any other statutory holidays which may be designated under the Employment Standards Act:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25 <sup>th</sup> )
July 1 <sup>st</sup>	Boxing Day (December 26 <sup>th</sup> )

16.02 (a) (i) when a full-time employee(s) works on a holiday, she shall be paid at the rate of time and one-half for the shift worked on such holiday and shall receive another day off with pay as provided in 16.03;

OR

by mutual agreement of employee(s) and Employer:

- (ii) she shall receive premium pay at the rate of two and one-half (2 1/2) times for the shift worked on such holiday.
- (b) A part-time employee(s) shall receive premium pay at the rate of two and one-half (2 1/2) times her regular pay for the shift worked on any of the above-mentioned paid holidays.

Employees hired after the date of the Award (February 21, 2005)

A part-time employee(s) shall receive premium pay at the rate of one and one-half (1 1/2) times her regular pay for the shift worked on any of the above-mentioned paid holidays.

- 16.03 When a full-time employee(s) works on a holiday or when a holiday falls on a scheduled day off, lieu time off shall be scheduled at a mutually agreeable time. Banked holidays not taken as of March 31<sup>st</sup> of each year will be paid out in the following pay period.
- 16.04 When a holiday falls within an employee(s) vacation period, it shall be scheduled at a mutually agreeable time or paid out at the employees' request.

**ARTICLE 17 – EARNED LEAVE (VACATIONS)**

- 17.01 (a) All full-time employee(s) shall be entitled to vacation with pay based on length of continuous service and accrued on a monthly basis as follows:
  - (i) a full-time employee(s) who has completed less than three (3) years of service shall be entitled to vacation with pay at her regular rate on the basis of 1.25 days for each completed month of service;
  - (ii) a full-time employee(s) who is employed as of June 25, 2008, who has completed three (3) or more years but less than ten (10) years of service shall be entitled to vacation with pay at her regular rate on the basis of 1.67 days for each completed month of service;
 

A full-time employee(s) who is hired after June 25, 2008, who has completed three (3) or more years but less than twelve (12) years of service shall be entitled to vacation with pay at her regular rate on the basis of 1.67 days for each completed month of service;
  - (iii) a full-time employee(s) who is employed as of June 25, 2008, who has completed ten (10) or more years but less than twenty (20) years of service shall be entitled to vacation with pay at her regular rate on the basis of 2.08 days for each completed month of service;

A full-time employee(s) who is hired after June 25, 2008, who has completed twelve (12) or more years but less than twenty (20) years of service shall be entitled to vacation with pay at her regular rate on the basis of 2.08 days for each completed month of service;

- (iv) a full-time employee(s) who has completed twenty-two (22) or more years but less than twenty-eight (28) years of service shall be entitled to vacation with pay at her regular rate on the basis of 2.5 days for each completed month of service;

A full-time employee(s) who has completed twenty (20) or more years but less than twenty-eight (28) years of service shall be entitled to vacation with pay at her regular rate on the basis of 2.5 days for each completed month of service;

- (v) a full-time employee(s) who has completed twenty-eight (28) or more years of service shall be entitled to vacation with pay at her regular rate on the basis of 2.92 days for each completed month of service.

- (b) (i) all part-time employee(s) with less than six hundred (600) tours will receive annual vacation pay at the rate of six percent (6%) of gross earnings;

- (ii) all part-time employee(s) employed as of June 25, 2008, with six hundred (600) or more tours of duty but less than two thousand (2000) tours of duty will receive annual vacation pay at the rate of eight percent (8%) of gross earnings;

All part-time employee(s) hired after June 25, 2008, with six hundred (600) or more tours of duty but less than two thousand four hundred (2400) tours of duty will receive annual vacation pay at the rate of eight percent (8%) of gross earnings;

- (iii) all part-time employee(s) employed as of June 25, 2008, with two thousand (2000) or more tours of duty but less than four thousand (4000) tours of duty will receive annual vacation pay at the rate of ten percent (10%) of gross earnings;

All part-time employee(s) hired after June 25, 2008, with two thousand four hundred (2400) or more tours of duty but less than four thousand (4000) tours of duty will receive annual vacation pay at the rate of ten percent (10%) of gross earnings;

- (iv) all part-time employee(s) with four thousand (4000) or more tours of duty but less than five thousand six hundred (5600) tours of duty will receive annual vacation pay at the rate of twelve percent (12%) of gross earnings;

(v) all part-time employee(s) with five thousand six hundred (5600) or more hours of duty will receive annual vacation pay at the rate of fourteen percent (14%) of gross earnings.

(c) Part-time employee(s) shall be entitled to vacation (without pay) on the following basis:

6% of gross earnings = 3 weeks;  
 8% of gross earnings = 4 weeks;  
 10% of gross earnings = 5 weeks;  
 12% of gross earnings = 6 weeks;  
 14% of gross earnings = 7 weeks.

17.02 An employee(s) who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation.

17.03 (a) Selection of vacation periods will be in accordance with seniority providing choice in vacation time is made prior to May 1st of the current year. All vacations will be subject to the Employer's requirements and to the sufficient availability of staff. The Employer shall make every effort to insure that each employee(s) receives consideration regarding her choice of vacation period. Vacation requests will not be unreasonably denied.

(b) All vacation requests prior to or after May 1st will be submitted by the employee(s) to the Director of Resident Care in writing at least six (6) weeks in advance of proposed vacation. Replacement for employee(s) requesting vacation shall be arranged as soon as the vacation request is granted. A written response will be given at least five (5) weeks prior to the beginning of the requested time off.

(c) Prior to leaving on vacation, employee(s) shall be notified of the date and time on which to report for work following vacation.

(d) No vacation days may be accumulated for more than one (1) year unless in the special circumstances assessed by the Administrator.

## **ARTICLE 18 – BENEFITS – HEALTH AND WELFARE**

18.01 (a) The Employer shall continue to pay one hundred percent (100%) of the cost of what was the Ontario Health Insurance Plan premium through the Employer Health Tax.

(b) The Employer agrees to contribute to HOOPP for each eligible employee(s).

(c) The Employer agrees to contribute for full-time employees one hundred percent (100%) of the premium for the Group Insurance Plan which provides for life insurance equal to two (2) times the employee(s) annual

salary and for Accidental Death and Dismemberment Insurance of the same amount as the life insurance.

- (d) The Employer agrees to contribute for each eligible full-time employee(s) one hundred percent (100%) of the billed premium for the Great West Life Dental Care Insurance or its equivalent which covers costs at the current ODA fee schedule as it is amended from time to time. The insurance covers one hundred percent (100%) of routine treatment expenses and fifty percent (50%) of major treatment expenses as outlined in the Plan.
- (e) The Employer agrees to contribute one hundred percent (100%) of the billed premium for the Great West Life Vision Care Insurance (four hundred dollars (\$400.00) in any two (2) year period which shall include the cost of one (1) eye examination) and Health Care Insurance or their equivalents with a shared ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible. The plan shall include chiropractic treatment, massage therapy and physiotherapy at three hundred dollars (\$300.00) per service per year.  
  
Effective the date of ratification, Vision Care Insurance to increase to four hundred and fifty dollars (\$450.00).
- (f) The Employer will continue to pay the premiums for the above benefits for a period of leave of absence without pay which is not in excess of four (4) calendar weeks.
- (g) Permanent part-time and casual part-time employee(s) shall receive thirteen percent (13%) in lieu of benefits outlined in 18.01 (a) to (f) inclusive. The percentage in lieu of benefits will be of the straight time hourly rate. For employee(s) who are part of the Pension Plan, the percentage in lieu of fringe benefits will be nine percent (9%) of the straight time hourly rate.
- (h) Permanent part-time employee(s) may pick-up coverage under any of the benefits listed in 18.01 (c), (d) or (e) above as long as the employee(s) pays the full premium for the benefits. An employee(s) who exercises this option will pay the amount of the premiums to the Employer in advance of the monthly date on which the Employer remits payment to the carrier.
- (i) Any bargaining unit nurse, who retires before the age of sixty-five (65) and who wishes to continue in the EHC and Dental Plan up to the age of sixty-five (65) will provide advance monthly payment of benefits through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process.

18.02

Part-time employee(s) shall receive vacation pay bi-weekly.

## **ARTICLE 19 – HOURS OF WORK**

- 19.01 (a) The normal daily tour shall be seven and one-half (7 1/2) hours exclusive of a one-half (1/2) hour unpaid meal break and inclusive of two (2) paid rest periods of fifteen (15) minutes each. Where an employee(s) notifies her Supervisor that she has been or will be unable to take the normal meal break due to the requirement of providing emergency resident care, such employee(s) shall be paid one and one-half (1 1/2) times her regular straight time hourly rate for all time worked in excess of her normal daily hours.
- (b) Presently, the normal tour hours are as follows:
- (i) For seven and one-half (7 ½) hour tours:
- 0700 – 1500;  
1500 – 2300;or  
2300 – 0700.
- (ii) For extended tours (11.25) hour tours:
- 0700 – 1900; or  
1900 – 0700.
- 19.02 If an employee(s) works in excess of (a), the hours of the normal daily tour or (b) seventy-five (75) hours in two (2) calendar weeks (00.01 Monday to Sunday 23.59), she shall receive overtime premium of one and one-half (1 1/2) times her regular straight time hourly rate. Overtime premium will not be duplicated for the same hours worked under (a) and (b).
- Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of an exchange of shifts by two (2) employee(s) or changeover to daylight saving from standard time and vice-versa.
- 19.03 (a) Where an employee(s) is required to work on a paid holiday and if she works overtime subsequent to a tour on that day, she shall receive two (2) times her regular straight time hourly rate for such overtime hours worked.
- (b) Where an employee(s) works on an overtime tour or a tour that is already paid at the rate of one and one-half (1 1/2) times her regular straight time hourly rate and she works additional hours following her full tour on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- (c) When a full-time employee is called in to work on a day off that is a paid holiday, the nurse shall receive two (2) times her or his regular straight time hourly rate for all hours worked.

- 19.04 (a) Effective April 1, 2017, an employee(s) shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) for each hour completed on an afternoon shift and two dollars and sixty-five cents (\$2.65) for each hour completed on a night shift.
- (b) Effective April 1, 2017, an employee(s) shall be paid a weekend premium of two dollars and eighty cents (\$2.80) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

19.05 Scheduling Regulations

The Employer will endeavour to achieve the following regulations in the formulation of working schedules:

- (a) one (1) weekend off in two (2);
- (b) no split shifts;
- (c) four (4) days off in fourteen (14), two (2) of which will be consecutive;
- (d) the scheduling regulations will not operate during the period December 15th to January 15th in order to schedule employee(s) off work for not less than five (5) consecutive days at either Christmas or New Year's season. Scheduling will be done so that an employee(s) who has Christmas off one year will receive New Year's off the next year and vice-versa;
- (e) schedules will be posted four (4) weeks in advance and will only be changed in case of emergency.
- 19.06 (a) An employee(s) who is called and reports for work shall be paid a minimum of four (4) hours pay at her straight time hourly rate.
- (b) When an employee(s) is called in to work a regular shift less than two (2) hours prior to the commencement of the shift and arrives within one (1) hour of the commencement, then the employee(s) will be paid a full tour provided that the employee(s) works until the normal completion of the tour.
- 19.07 There shall be no change in a posted schedule without the consent of the employee(s) involved and the Director of Resident Care.
- 19.08 (a) Any extra shifts available prior to posting of the schedule will first be offered to permanent part-time employee(s) according to seniority. Any remaining extra shifts will then be offered to casual part-time employee(s).
- (b) Any extra shifts which occur following the posting of the schedule will be offered first to casual part-time employee(s) according to seniority. If extra shifts still remain, they will then be offered to permanent part-time employee(s).



19.09 A full-time or permanent part-time employee(s) will receive one and one-half (1 1/2) times her regular straight time hourly rate for all regular hours worked on a second and additional, if any, consecutive and subsequent weekend, save and except where:

- (a) such weekend has been worked by the employee(s) to satisfy specific days off requested by such employee(s); or
- (b) such employee(s) has requested weekend work; or
- (c) such weekend is worked as a result of an exchange of shifts with another employee(s). As well, such exchanged weekend shall not trigger a premium for the next consecutive weekend worked or count as a weekend worked in counting consecutive weekends worked; or
- (d) such weekend is worked as a result of a permanent rotation that an employee(s) has agreed to work.

A weekend shall be defined as being the forty-eight (48) hour period from 2300 hours Friday until 2300 hours Sunday.

19.10 Extended Tours

(a) Introduction and Discontinuation of Extended Tours

- (i) Extended tours shall be introduced into any unit when:
  - (1) seventy-five percent (75%) of the employee(s) so indicate by secret ballot; and
  - (2) the Employer agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (3) that a mutually agreed upon schedule has been developed.
- (ii) Extended tours may be discontinued in any unit when:
  - (1) fifty percent (50%) of the employee(s) in the unit so indicate by secret ballot; or
  - (2) the Employer because of
    - (a) adverse affects on resident care; or
    - (b) inability to provide a workable staffing schedule; or
    - (c) a wish to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended tours.

(iii) When notice of discontinuation is given by either party in accordance with paragraph (2) above,:

- (1) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (2) where it is determined that extended tours will be discontinued, affected employee(s) shall be given forty-five (45) days' notice before the schedules are so amended.

(b) Trial Period

The parties agree that a trial period for extended tours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by both nursing administration and employee(s). Extended tours will be continued if seventy-five percent (75%) of the employee(s) affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Employer, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(c) Participation

All full-time and part-time employee(s) falling within the bargaining unit will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedule.

(d) Meal and Rest Periods

Normally, the meal and rest periods will be scheduled as follows:

two (2) fifteen (15) minute paid rest periods; and

two (2) thirty (30) minute meal periods, of which fifteen (15) minutes of one (1) will be paid.

(e) Scheduling

The following regulations shall govern the scheduling of work for employee(s) working extended tours:

- (i) employee(s) will not be required to work more than three (3) consecutive extended tours; if an employee(s) works on four (4) or more consecutive extended tours (or more than two (2) consecutive extended and two (2) normal tours combined), she shall receive one and one-half (1 ½) times her straight time hourly rate for all regular hours worked until a day off is provided. The Employer will endeavour to schedule the employee(s) at least forty-eight (48) hours off following their last scheduled night shift.
- (ii) the Employer will endeavour to provide that a full-time employee(s) who normally rotates shall be scheduled to work at

least fifty percent (50%) of her work tours on day shift averaged over the master rotation.

- (iii) all other scheduling regulations which apply to employee(s) working the regular daily tour as provided in Article 19.05, except (c).
- (iv) hours of work will be averaged over a six (6) week schedule. The normal daily extended tour shall be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.

Employee(s) shall be entitled to rest periods during the tour of a total of forty-five (45) minutes.

- (v) if an employee(s) works in excess of 11.25 hours in a tour or in excess of 37.5 hours per week averaged over the six (6) week schedule, she shall receive overtime in accordance with Article 19.02.
- (f) For STD purposes, the one hundred percent (100%) paid time will be sixty-three and three quarters (63.75) hours in each calendar year. Any sick leave credits in an employee(s)' bank will be converted to hours on the basis of one (1) tour equals 7.5 hours.
- (g) Lieu days for paid holidays will be 7.5 hours.
- (h) Personal leave credits under Article 15.05 shall be converted to hours on the basis of one (1) PLC equalling 7.5 hours.
- (i) Vacation credits shall be converted to hours on the basis of one (1) day equalling 7.5 hours. For purposes of part-time employee(s) qualifying for vacation pay, the following shall apply:
  - 600 tours equals 4,500 hours.
  - 2000 tours equals 15,000 hours.
  - 5000 tours equals 37,500 hours.
- (j) Uniform allowance shall be seventy-two cents (\$.72) per extended tour.
- (k) For purposes of a part-time employee(s) advancing on the salary grid, two hundred (200) tours shall equal one thousand, five hundred (1,500) hours.
- (l) For purposes of shift premium, evening premium is paid from 1500 hours to 2300 hours and night premium is paid from 2300 hours to 0700 hours.

## **ARTICLE 20 – CLOTHING ALLOWANCE**

20.01 All employee(s) shall be paid forty-eight cents (\$.48) per tour towards the purchase of clothing and shoes.

## **ARTICLE 21 – GENERAL**

- 21.01 The Employer shall provide bulletin board space for use by the Union.
- 21.02 A copy of this Agreement in mutually suitable form will be issued to each employee(s) now employed and as employed. Costs will be shared equally by the Employer and the Union.
- 21.03 The Employer shall provide adequate parking space. Plug-ins shall be provided where possible at a reasonable, seasonal rate.
- 21.04 Prior to effecting any changes in the Employer's policy or rules which would affect employee(s), the Employer shall first advise the Union of such proposed changes through the Joint Union-Management Nursing Committee.
- 21.05 The Employer will notify the President of the Local Nurses' Association of the names of all employee(s) off work due to a work related injury or illness (whether or not the employee(s) are in receipt of W.S.I.B. benefits) and those on L.T.D., by the 15th of each month.
- 21.06 The Employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time it is sent to W.S.I.B.
- 21.07 The Employer, the Union and W.S.I.B., will co-operate in developing modified work programs for registered nurses.
- 21.08 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee(s) eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee(s) record has been discipline free for eighteen (18) months.

## **ARTICLE 22 – COMPENSATION**

- 22.01 Registered nurses shall be compensated for their services in accordance with Schedule "A".
- 22.02 (a) Each full-time employee(s) will be advanced from her present level to the next level set out in Schedule "A" twelve (12) months after she was last advanced on her service review date. If a full-time employee(s) absence without pay from the Home exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

(b) Each part-time employee(s) shall be advanced from her present level to the next level set out in Schedule "A" two hundred (200) tours after she was last advanced.

22.03 A part-time employee(s) whose status is altered to that of full-time employee(s) and vice-versa will assume her same level on the appropriate grid and be credited with any tours worked.

22.04 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of such notice from the Employer of such new occupational classification and rate. Any change mutually agreed to at the resulting meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

22.05 A claim for related clinical experience, if any, shall be made in writing by the employee(s) at the time of hiring. The employee(s) shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer shall then grant not less than one (1) year's service credit for each year of related clinical experience up to the maximum of the salary grid.

22.06 An employee(s) who is promoted to a higher rated classification within the bargaining unit will be placed on the grid of higher rated classification so that she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of her previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. An employee who is transferred or demoted to a lower rated classification will be placed on the position of the grid (if any) which most closely recognizes her experience level recognized on the other grid.

22.07 (a) Where an employee(s) is requested to temporarily assume the responsibility of the Director of Resident Care she shall receive an allowance of thirty dollars (\$30.00) for each tour worked.

(b) A Charge Nurse will be assigned for each tour of duty that the Director of Resident Care does not normally work. The Charge Nurse will receive an allowance of two dollars (\$2.00) per hour on the evening tour and night tour. On weekdays, this allowance will be paid from 1500 hours onwards.

(c) An employee(s) who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay

in the amount of three dollars and forty-five cents (\$3.45) per hour except on paid holidays when it will be five dollars and five cents (\$5.05) per hour.

- 22.08 The Employer may provide paid leave for and pay the tuition for employee(s) to take educational courses which will be of benefit to the Employer.

### **ARTICLE 23 – DURATION**

- 23.01 This Agreement shall become effective on the 1st day of April, 2017 and remain in full force and effect until the 31st day of March, 2018 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days before the expiry date.

23.02 **Retroactivity**

Wages and the evening, night, weekend and Charge Nurse premiums shall be retroactive for all employee(s) to April 1, 2017. All other items shall be effective on ratification or as specifically noted. Retroactivity will be on a separate cheque from regular earnings within four (4) full pay periods of date of signing of the Memorandum of Settlement on the basis of hours paid.

For employee(s) who have resigned or quit since April 1, 2017, the Employer shall send by registered mail to the last known address of such employee(s) a notice informing them of their entitlement to retroactive payment and the manner in which it may be claimed.

Such terminated employee(s) shall have thirty (30) days from the date of mailing of such notice in which to apply in writing to the Employer for any retroactive wage entitlement, failing which individual claims will be deemed to have been abandoned.

### **ARTICLE 24 – EFFECTIVE DATES**

- 24.01 Benefits, terms and conditions are to be effective on the date of ratification unless otherwise specified in the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

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FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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**SCHEDULE "A" – CLASSIFICATIONS AND SALARY RANGES**PAY EQUITY ADJUSTED RATES

April 1, 2017		
	RN	UC
Start	\$32.21	\$33.30
1 Year	\$32.36	\$33.45
2 Years	\$32.90	\$33.99
3 Years	\$34.52	\$35.60
4 Years	\$36.15	\$37.23
5 Years	\$38.19	\$39.26
6 Years	\$40.24	\$41.32
7 Years	\$42.30	\$43.38
8 Years	\$45.31	\$46.37
25 Years	\$46.11	\$47.17

The parties agree to set dates for the next round of bargaining for no later than September 30, 2017 and the Union will apply for Conciliation to be held in conjunction with bargaining. Further, the parties agree to retain the Interest Arbitration date of April 18, 2018 with Christopher Albertyn which shall be used in the event the parties are unable to reach settlement for the renewal of the Collective Agreement expiring on March 31, 2017.



**LETTER OF UNDERSTANDING**

BETWEEN:

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

AND:

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

Both parties agree that the following are Chairpersons for the Independent Assessment Committee referred to in Article 13.01 of the Collective Agreement:

Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
438 University Avenue, Suite 1600  
Toronto, Ontario  
M5G 2K8  
Telephone: (416)-599-1925, Extension 216

Ms. Gayle MacKay  
Gayle MacKay and Associates Consulting  
56 Deerfoot Trail, R. R. #4  
Huntsville, Ontario  
P1H 2J6  
Telephone: (705)-787-0012

Jayne Harvey, RN  
FCS International  
158 Casimir Street, Suite 200  
Port Perry, Ontario  
L9L 1B7  
Telephone: (905)-985-6811  
Fax: (905)-985-6804

DATED at Fort Frances, Ontario, this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

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FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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**LETTER OF UNDERSTANDING**

BETWEEN:

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

AND:

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

RE: BANKED TIME

Where a nurse has worked and accumulated approved hours for which she is entitled to be paid premium pay (other than hours relating to working on paid holidays) such nurse shall have the option of electing payment at the applicable premium rate or time off equivalent to the applicable premium rate. Where a nurse chooses equivalent time off for overtime, such time shall be taken at a mutually agreeable time, subject to availability of relief at straight time. A nurse may bank up to a maximum of seventy-five (75) hours at any one time.

DATED at Fort Frances, Ontario, this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

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FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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**LETTER OF UNDERSTANDING**

BETWEEN:

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

AND:

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

RE: LOCAL CO-ORDINATOR LEAVE

The Employer will grant a leave of absence, without pay, to the Local Co-ordinator to attend Union functions, provided that the nurse provides the Employer a minimum of two (2) weeks notice in advance of such leave and provided the total number of days does not exceed thirty (30) working days off in one (1) calendar year and subject to availability of relief staff at straight time. There shall be no loss of service and seniority during such leave of absences. Leave under this provision shall be in addition to the Union leave provided in Article 14.03 (a). The parties agree to review the Local Co-ordinator leave during the next round of bargaining.

DATED at Fort Frances, Ontario, this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

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FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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**LETTER OF UNDERSTANDING**

BETWEEN:

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

AND:

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

**RE: LETTER OF AGREEMENT – STAFFING**

The Letter of Agreement will operate for the period commencing the first pay period after the date of the Award and expire on the expiry of the Collective Agreement.

1. Subject to the conditions set out below, the Employer agrees to schedule at least the same number of bargaining unit shifts that were scheduled on the Master Rotation in the last pay period ending prior to January 31, 2005. For the purposes of clarity, this rotation does not include the three (3) 7.5 hour shifts eliminated effective December 5, 2003.
2. In the event the Employer cannot meet their commitment, it shall so notify the Union and fully disclose the reasons thereof.
3. If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make best efforts to recruit a replacement.
4. Further, if there is a substantial reduction in beds, occupancy levels or funding below the levels in effect as of January 31, 2005, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is no greater than necessary to offset the funding reduction.
5. It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on a day-to-day basis.
6. If there is any other reason for the failure to staff in accordance with paragraph 1, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
7. The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.
8. For the duration of the operation of this Letter, Article 12.09 shall not apply, subject to paragraph 9 below.

- 9. Should the Letter cease to operate, Article 12.09 will resume application. For the purpose of that Article, work "normally performed" shall mean work normally performed prior to January 31, 2005.
- 10. In exchange for the measures set out above, the Union withdraws, without prejudice, its grievances #03-07 and #03-08.
- 11. The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the Regulated Health Professions Act and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.
- 12. The parties shall engage in meaningful discussions respecting the Price Waterhouse Coopers Report. The parties shall meet within four (4) weeks of any request by either party to convene a meeting and there shall be no minimum or maximum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
- 13. The Employer will consider a practice setting consultation with the College of Nurses of Ontario. In the event that the Employer exercises its discretion to make a request, it shall pay the costs, share any reports with ONA and consult with the Local ONA President with respect to the appointment of one (1) RN representative on the focus group.
- 14. The Employer shall ensure that a representative of the Home's Management and an Union representative attend together one (1) of the sessions put on by the College of Nurses of Ontario in Ontario on the new RN/RPN guidelines as soon as possible following the date of the Award.

DATED at Fort Frances, Ontario, this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

\_\_\_\_\_

FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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**LETTER OF UNDERSTANDING**

BETWEEN:

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

AND:

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

RE: NURSE PRACTITIONER

- 1. All provisions of the Collective Agreement apply except as amended by this Letter of Understanding.
- 2. Wage Rate (April 1, 2017)

Start	\$47.80
1 Year	\$50.22
2 Years	\$52.63
3 Years	\$53.63
8 Years	\$54.64
25 Years	\$56.26

- 3. It is understood that the Nurse Practitioner will work flexible hours, based off of regular hours to be defined by operational needs of the Employer.
- 4. Effective date of ratification, recent related experience will be recognized on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the wage grid. Related experience shall include both Registered Nurse and Nurse Practitioner experience.
- 5. When the Employer employs a Nurse Practitioner, their regular hours of work are not considered Registered Nurse hours as per Regulation 45 (1) of the Long-Term Care Homes Act.

DATED at Fort Frances, Ontario, this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

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FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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## LETTER OF UNDERSTANDING

BETWEEN:

RAINYCREST LONG TERM CARE  
(hereinafter referred to as the "Employer")

AND:

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

### RE: MENTORSHIP GUIDELINES

"Mentorship" is a new addition to the Collective Agreement, and is addressed in Article 13.05 (c). These guidelines are intended to assist the parties in implementing mentorship arrangements in accordance with the requirements of the Collective Agreement.

#### Definition

- Mentorship is a formal supportive relationship between two (2) employee(s), which enhances the professional growth and development of an employee(s) to maximize her or his clinical practice.
- Mentorship involves a three-way arrangement between the Employer, the employee(s) being mentored and the employee(s) doing the mentoring. The mentoring relationship is:
  - time limited;
  - focused on goal achievement; and
  - unique to each mentorship experience.
- The Employer, the employee(s) being mentored and the employee(s) doing the mentoring are expected to clearly understand the goals/expectations of the mentorship relationship. Goals are individually determined based on the learning needs of the employee(s) being mentored and, as such, may not be consistent for all employee(s). The length of each mentorship arrangement will be individually defined dependent upon the goals for each employee(s) being mentored. Mentoring assignments will normally consist of full tours, however, it is also possible that mentorship assignments can be for less than a full tour and/or scheduled on an intermittent or one-time basis. It is also possible that more than one (1) mentor may be assigned to a mentee during the course of a mentorship arrangement.

Mentorship does not include:

- Supervising the activities of students. Supervision of the activities of students is covered in Article 13.05 (a).

- Providing guidance and advice to members of the multi-disciplinary health care team. This is addressed in Article 13.05 (b). Interaction with other employee(s) and other multi-disciplinary colleagues is an expected role responsibility for employee(s).
- Orientation to the organization or general functioning of the unit. This may include activities such as:
  - WHIMIS training, the fire lecture, equipment location, generic Home policies, introduction to staff and the general layout of the unit etc.
- The Employer's historical use of titles or terms does not define a mentor for the purposes of Article 13.05 (c). We acknowledge, however, that while mentorship is new to the Collective Agreement, mentorship arrangements are not new to nursing or workplaces. Accordingly, existing titles or terms may, or may not, meet the conditions of Article 13.05 (c).

### Key Elements

- A mentorship relationship includes the employee(s) doing the mentoring to:
  - plan the mentorship experience based on the learning needs of the employee(s) being mentored, including the identification and co-ordination of learning opportunities with other health care providers;
  - assess the ongoing competence/development of competencies of the employee(s) being mentored, including assessments of competence gaps, risk management in relation to patient care and co-ordination of learning experiences;
  - assist the employee(s) being mentored to effectively meet patient care needs;
  - be responsible for the management of learning for the employee(s) being mentored;
  - participate in direct skill transfer where there is responsibility for the management of learning for the employee(s) being mentored;
  - evaluate the learning experience of the employee(s) being mentored throughout the duration of the mentorship relationship, including the provision of written and/or verbal reports to management regarding progress towards goal achievement.
- It is recognized that the mentor and the employee(s) being mentored may not be together at all times during the mentorship period.
- The Employer will pay the employee(s) for doing this assigned responsibility [mentoring] a premium of sixty cents (\$.60) per hour in addition to her or his regular salary and applicable premium allowance.
- The Employer will review the workload of the mentor and the employee(s) being mentored to facilitate successful completion of the mentorship assignment.



Implementation

- The Employer may implement a mentorship relationship at any time during an employee(s) employment when:
  - the employee(s) is experiencing difficulty in meeting standards of practice;
  - the employee(s) has a competency gap;
  - one-on-one management of the learning experience from an expert/experienced employee(s) will be of assistance.
  
- Mentoring may be implemented in various circumstances such as new hires to a unit; an employee(s) returns from a layoff or leave of absence (including sick leave or long-term disability) or for purposes of cross-training. This list is not all-inclusive and, as such, other circumstances may arise where the Employer determines that an employee(s) requires mentoring.
  
- The decision to implement a mentorship experience as a mechanism to assist an employee(s) to meet standards of practice is the responsibility of the Employer.
  
- The Employer will provide, on a regular basis, all employee(s) with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the parties. The Employer selects and assigns the mentor for a given mentoring relationship.
  
- At the request of any employee(s), the Employer will discuss with any unsuccessful applicant ways in which she or he may be successful for future opportunities.
  
- The mentorship plan/arrangement for each mentoring relationship should be documented.

Evaluation

- The Employer also has a responsibility for evaluating the effectiveness of mentorship arrangements and, therefore, review and evaluation of arrangements should be conducted on a regular basis.

DATED at Fort Frances, Ontario, this 24<sup>th</sup> day of September, 2018.

FOR THE EMPLOYER

"Jason Marchand"

"Diane Miller"

"Kailey Curtis"

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FOR THE UNION

"Michele Martin"

"Anne Marie Vanderaa"

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