

COLLECTIVE AGREEMENT

BETWEEN:

**RÉSIDENCE CHAMPLAIN
(PLEASANT REST NURSING HOME)**

AND:

ONTARIO NURSES' ASSOCIATION

Expiry Date: December 31, 2016

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain mutually acceptable working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.

ARTICLE 2 – RECOGNITION

- 2.01 The Home recognizes the Ontario Nurses' Association as the bargaining agent of all Registered and Graduate Nurses employed by Pleasant Rest Nursing Home Limited in the County of Prescott, save and except Directors of Nursing and persons above the rank of Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A full-time employee shall mean an employee covered by this Agreement who is committed to and regularly works the full work period of 75 hours biweekly, exclusive of overtime.
 - (b) A regular part-time employee is one who is committed to and regularly works less than the full prescribed by-weekly hours of work.
 - (c) A casual part-time employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option for refusing work when it is made available to her.

Wherever the noun “casual” is found in the collective agreement it shall be changed to “casual part-time”.

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

A nurse who holds a Temporary Class Certificate of Registration will be classified, for purposes of salary, at a level equal to the level previously accorded to the graduate nurse category under the collective agreement which expired December 31, 2016, where applicable.

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

The word "Employee" when used throughout this agreement shall mean persons included in the above described bargaining unit.

2.06 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

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

The Employer agrees that when a nurse leaves the employ of the Employer, she shall be replaced by a bargaining unit nurse.

2.08 Minimum Staffing

The Employer agrees to employ sufficient registered staff and health care aides/ Personal Support Workers to provide at least the minimum number of daily nursing care hours to its residents as may be set from time to time by provincial regulatory authority. In the event that there is insufficient staffing to meet this undertaking the Employer will post vacancies so that any un-met care undertakings will be satisfied.

In any event the Employer shall ensure that there are sufficient registered staff and health care aides on duty to provide for the care that is necessary for the health and well being of residents.

2.09 The Employer agrees to maintain the present ratio of bargaining unit nurses to comply with the Ministry of Health requirements.

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the nursing home.
- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.

- (c) To hire, discharge, transfer, layoff, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline nurses for just cause, provided that a claim of transfer, promotion or demotion contrary to the terms of this Agreement or a claim that a nurse has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of nurses and the operation of the nursing home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.
- (e) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement.
- (f) It is understood that the Employer will exercise their rights in a fair and consistent manner.

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

ARTICLE 4 – NO DISCRIMINATION

- 4.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement, or any applicable legislation.
- 4.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.
- 4.03 The Association agrees there will be no Association activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.
- 4.04 For the purposes of this Agreement and the benefits contained herein, including insurance coverage, a 'common-law' relationship is said to exist when an employee has a spousal relationship with another person of the same or opposite sex.

All entitlements contained herein in respect of spouses and the relatives of spouses shall also exist in respect of common-law spouses as defined above and the relatives of common-law spouses.

- 4.05 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 4.06 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: *Ontario Human Rights Code, Sec. 10 (1)*

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability". ref: *Ontario Human Rights Code, Sec. 5 (2)*.
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," (ref: *Ontario Human Rights Code, Sec. 7 (2)*).

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

A nurse who believes that she has been harassed, contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in Article 8 of the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

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

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

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

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

4.07

WORKPLACE SAFETY AND INSURANCE BOARD / MODIFIED WORK PROGRAM

Modified Work/Return to Work Programs

The Home and the Union recognize that the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work, unless prevented by undue hardship.

The parties undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses based on the following principles:

1. A nurse has the right to employment following an injury or illness if the Employee is able to perform either the essential duties of their pre-injury/illness job or any other suitable modified work.
2. A nurse participating in this program will be paid their applicable hourly rate in accordance with the Collective Agreement or at the rate of the accommodated job, whichever is higher.
3. A nurse with a disability has the right to have the work or workplace modified to accommodate their needs in order to facilitate an early and safe return to work to their pre-injury/illness job or other suitable work.
4. A nurse with a disability, whose pre-injury/illness job cannot be accommodated to allow them to perform the essential duties of that particular job, shall be offered alternative suitable work. Every attempt will be made to offer alternative work that is comparable in nature and salary to the pre-injury/illness employment.
5. In order to return a worker with a disability to her/his pre-injury/illness job, appropriate accommodation may include, but is not limited to modifications to the job or work station, reorganization of the work, provision of additional staff and/or retraining of the worker in order to perform the essential duties of the pre-injury/illness job or alternative suitable work.
6. It is also further agreed that there will be no increased risk to other employees due to these modified work/return to work programs.
7. The Union and the Employer agree to abide by the Ontario Human Rights Code.

4.08

Whistle Blowing Protection

Employees will not be subject to discipline or reprisal for exercising their professional obligations, including those related to resident advocacy and those arising from the *Long-Term Care Homes Act* (LTCHA).

ARTICLE 5 – NO STRIKES AND LOCKOUTS

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

ARTICLE 6 – ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:

- (a) A Nurse Representative. Upon mutual agreement of the parties, the number may be altered from time to time.
- (b) A Grievance Committee of up to two (2) nurses.
- (c) A Negotiating Committee of two (2) nurses plus a Labour Relations Officer.

It is understood and agreed that the Labour Relations Officer is the signing authority for Ontario Nurses' Association and therefore any agreement reached between the parties is of no force or effect without the agreement and signature of the Labour Relations Officer.

- (d) A Union-Management Committee composed of an equal number of representatives of the Employer and the Association. Meetings of this committee shall be held at the request of either party, but at least quarterly, or more frequently as otherwise mutually agreed. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content, education opportunities, government initiatives that will impact the bargaining unit, staffing plans and other matters of mutual concern. Minutes of this meeting shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
- (e) An Occupational Health and safety Committee which shall be comprised of at least one (1) member of the bargaining unit.
- (f) All joint Employer Union meetings noted above shall be scheduled where practical, during the employee's working hours. The parties will schedule such meetings at a mutually agreeable time. The Employer will provide bargaining unit replacement staff of the same classification where operationally required. The Employer will pay the Bargaining Unit President or designate at her/his regular straight time hourly rate for all time spent attending meetings with the Employer outside her/his regularly scheduled hours.

- 6.02 The Association will supply the Employer with the names of its representatives and changes thereto.

- 6.03 (a) If a Representative must leave her regular duties for a short period of time in order to attend to Association business in the Home, she will first obtain the permission of her Supervisor. Such permission will not be

unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.

- (b) Representatives of the Association shall be paid at their regular rate of pay for all time used during their regularly scheduled hours of work in attending meetings or fulfilling other duties related to their responsibilities under the Collective Agreement or the Law.
- (c) The Employer agrees to pay members of the Negotiating Committee for time spent with management during regular working hours in negotiations up to but not including Arbitration.
- (d) Nurses on the Negotiating Committee shall have the option of receiving paid time off for the evening or night shift of the preceding day, or the evening or night shift of the actual negotiating day if scheduled to work these shifts.

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

6.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed fifteen (15) minutes, and as early as practical during the probation period. Where the Labour Relations Officer is the designated Union representative, the Employer shall advise the Labour Relations Officer and arrange a time for the interview.

6.06 The Employer agrees that when nurses are required to serve on committees, the meetings shall be scheduled during the nurses' regular working hours, or the nurse shall be paid for all hours spent outside her regular working hours at her regular rate of pay.

6.07 Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.
- (b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three months or more frequently if the committee decides.

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

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- (c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the *Occupational Health and Safety Act*, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- (d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- (e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

- (f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

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

- (h) The parties further agree that suitable subjects for discussion at the Union-Management Committee and Joint Health and Safety Committee will include aggressive residents.

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

- i) Designing safe procedures for employees.
- ii) Providing training appropriate to these policies
- iii) Reporting all incidents of workplace violence.

- (i) The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

- (j) A worker shall,

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

- (k) Injured Workers Provisions

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

(l) Infectious Diseases

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

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

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

(m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities.

6.08

Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.05.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such

information shall be submitted in writing to the Union as soon as practicable.

- (f) The Employer will ensure that at least one (1) bargaining unit Registered Nurse per home is P.I.E.C.E.S. trained at the full expense of the Employer.

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

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

6.10 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.

6.11 Prior to any employee returning to work off WSIB on a modified/light/alternate work program, the Employer will notify and meet with members of the local executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict. The Union maintains the right to grieve.

ARTICLE 7 – ASSOCIATION SECURITY

7.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings, within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

7.02 The Employer shall provide the Union with a list showing the first and last names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility and the month from which the dues are remitted. The Employer will also identify job classification (where the bargaining unit includes classifications, employees paid less than RNs) and status (i.e. full-time, part-time) of the employees, all terminations, newly hired employees (including start date, where the existing system allows for the information without cost), and employees on Leaves of Absence. On a quarterly basis, the Home will provide the members' current addresses and phone numbers, with the dues list. The Employer will endeavour to provide information in electronic format if the Employer has the technology.

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

- 7.03 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the employer's payroll system.
- 7.04 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Director of Care or designate at the first opportunity.
- 8.02 At any stage of the grievance procedure, which includes the complaint stage, investigation meets and the meeting where formal discipline is imposed, an employee is entitled to be represented by her or his union representative or delegate and/or at the option of the union, the ONA Labour Relations Officer. In the case of suspension or discharge, the Home shall notify the employee of this right in advance. The Home also agrees, as a good labour relations practice, it will also notify the Union.
- The Home agrees that where an employee is required to attend a meeting with the Home that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting.
- 8.03 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, an earnest effort shall be made to settle such differences within ten (10) days of the occurrence.

Step No. 1

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

Step No. 2

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

- 8.04 A written grievance will indicate the nature of the grievance and the remedy sought by the grievor.

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

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

8.07 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Administrator or her designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 Discharge Grievance

- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance. As a good labour relations practice, the Home agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension.
- (b) Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within ten (10) days following the discharge.

- 8.09 (a) If an employee is to be reprimanded or disciplined, she may have an employee representative present if she so requests.
- (b) If an employee is to be suspended or discharged, the Employer shall notify her of this right prior to the outset of the meeting.
- (c) The union representatives undertake to be reasonably available in person for such meeting. In extraordinary circumstances, when a union representative is unavailable, the union representative will endeavour to provide an alternate representative.

8.10 Policy Grievance – Union Grievance

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

8.11 Policy Grievance – Employer Grievance

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

- 8.12 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its decision to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (b) Within thirty (30) calendar days of the receipt of notice referred to in Article 8.12(a) above, either party may require a process for a sole arbitrator where the grievance concerns:
- i) a job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues
 - vi) any other grievance as mutually agreed.

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

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

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall

include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 8.20 will apply to this Article, except where specifically modified by this Article.

- 8.13 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 8.14 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 8.15 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.16 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.
- 8.17 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.18 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.19 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared between the parties.
- 8.20 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.21 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage prior to Step 1). All agreements reached under the grievance procedure, (save and except those reached at the complaint stage prior to Step 1) between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).

ARTICLE 9 – SENIORITY & JOB SECURITY

- 9.01 Seniority is the ranking of nurses in accordance with their continuous length of employment from the date of last hire.
- 9.02 A seniority list of nurses covered by this Agreement, showing seniority, shall be posted by the Employer bi-yearly by December 31st and June 30th, with copies sent to the Union. Two (2) copies of such list will be forwarded to the Secretary of the Local.
- 9.03 (a) A newly hired full-time nurse must complete a probationary period of four hundred and fifty (450) hours worked.
- (b) A newly hired regular part-time nurse must complete a probationary period of four hundred and fifty (450) hours worked, or a period of twelve (12) calendar months, whichever occurs first.
- (c) A newly hired casual part-time must complete a probationary period of four hundred and fifty (450) hours worked or a period of twelve (12) calendar months, whichever occurs first.
- 9.04 Part-time nurses shall accumulate seniority and service on the basis of 1500 hours paid equals one year of seniority and service.

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

- 9.05 (a) The following minimums are to be observed in the orientation/familiarization of a newly hired nurse;
- i) she is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of nurses in the Home;
- ii) the nurse(s) involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.
- iii) before assigning a newly hired nurse to be In Charge the Employer will first provide the nurse with any necessary orientation.

(b) Inservice Education

When a nurse is required by the Employer to attend meetings, in-service, and other work related functions outside of her regularly scheduled working hours, and the nurse does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay, or at the nurse's option, she shall receive equivalent time off. The Employer shall pay fifty per cent (50%) up to a maximum of two hundred dollars (\$200) per year per employee for educational tuition and expenses with Employer's approval.

9.06

Layoff and Recall

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

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

Recall to a regular part-time or full-time position shall be in reverse order of seniority. A nurse will respond to a registered notice of recall within five (5) calendar days of receipt of same and shall be available for work within an additional seven (7) days unless otherwise agreed.

The Home and Association will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service if any which the Home will undertake after the layoff.

- (b) Layoff and Recall - Long Term

Notice to Union of Long Term Layoff

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

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

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

Ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 9.06 (b).

- (c) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union such consent not to be unreasonably withheld when shown to be in the best interests of the residents, subject to Article 2.09.

9.07

All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the nurse when she is reclassified from full-

time employment to part time employment and from part-time employment to full-time employment.

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

- 9.08 A nurse shall lose all seniority and shall be deemed terminated if she:
- (a) Resigns
 - (b) Is discharged and not reinstated
 - (c) Is absent from work for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given
 - (d) Is laid off for more than thirty (30) calendar months
 - (e) Retires
 - (f) Is not available to work in excess of twelve (12) consecutive months, except if on WSIB, sick leave, accident leave and/or approved leave of absence with or without pay.
 - (g) The Union and the Employer agree to abide by the Ontario Human Rights Code.
- 9.09 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions.
- (a) when on approved leave of absence with pay;
 - (b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
 - (c) generally when absent due to disability including WSIB benefits, LTD benefits including the period of the disability program covered by Employment insurance or absence due to illness or injury. For part time employees, accommodation based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to injury or illness that exceed thirty (30) consecutive calendar days, WSIB, vacation, pregnancy-parental leave, family medical leave or emergency leave.
 - (d) in accordance with the *Employment Standards Act* when on pregnancy and parental leave (currently a maximum of twelve (12) months) family, medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year).

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

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

- (a) when on an approved leave of absence without pay, not provided for in 9.09(b) above;
- (b) when absent due to layoff for a period of thirty (30) calendar months;
- (c) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months;
- (d) when on illness absence not paid by the employer for a period up to thirty (30) months.

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

9.11 Job Posting

- (a) A vacancy in the bargaining unit shall be posted for fourteen (14) calendar days. The posting shall stipulate the hours of work, qualifications and the classification. The posting will indicate the area of assignment and applicable shift(s). Until a vacancy is filled, the Employer may fill the vacancy on a temporary basis. A copy of the posting will be given to the Bargaining Unit President or her/his delegate.

Applicants for posted positions must apply in writing to their immediate supervisor. Where two or more nurses apply, the Employer shall consider skill and ability, and where these are relatively equal, seniority shall govern. Seniority will be determined as of the date the job was posted.

If no internal applicant is qualified to perform the required work, the Employer may fill a vacancy from outside the bargaining unit.

The Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

A temporary vacancy is a vacancy created by a nurse's absence due to pregnancy/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed thirty (30) calendar days.

Senior nurses shall be given first opportunity to fill temporary vacancies with preferred shifts being given by seniority. The Employer will outline to the nurse selected to fill the vacancy the anticipated conditions and duration of such vacancy. The nurse shall have the right to return to her former position. In instances where a nurse returns prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced nurse(s).

- (b) i) a part-time employee who is awarded a temporary full-time position shall be deemed to retain her part-time status.

- ii) not withstanding the level of entry to practice (baccalaureate degree in nursing which will became effective in 2005), the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- iii) the job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

9.12 In the case of transfer (except in the event of a disciplinary transfer) or a promotion within the bargaining unit, the Employer will consider the skill and ability of the nurses. In cases where these are relatively equal, seniority shall govern. In the event of a disciplinary transfer the matter may be the subject of a grievance where the nurse claims she has been disciplined without just cause.

9.13 Transfers Out of the Bargaining Unit

- (a) An employee may substitutes temporarily in a position outside the bargaining unit for up to fifteen (15) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the fifteen (15) month period by giving the Employer six (6) weeks notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.
- (b) An employee who accepts a transfer under (a) above will not be required to pay union dues for any complete calendar month during which no bargaining unit work is performed.

9.14 Local Health Integration Networks and Restructuring

In the event of a health service integration with another service provider the Employer and the Union agree to meet.

- (a) The Employer shall notify affected employees and the Union as soon as a formal decision to integrate is taken.
- (b) The Employer and the Union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of the integration the Employer shall notify affected employees and the Union of the projected staffing needs, and their location.

ARTICLE 10 – EMPLOYEE FILES

10.01 In the event that it is deemed necessary by the Employer to file a discipline report, the Employer shall, give written particulars of such letter to the nurse involved, with a copy to the Association.

- 10.02 Having provided a written request to the Director of Care, or her designate, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Care, at a mutually agreeable time. No document shall be used against an employee where it has not been brought to her or his attention.
- 10.03 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 10.04 Letters of discipline shall be removed from an employee's file twelve (12) months following the receipt of such letters provided that the employee's disciplinary record has remained discipline free over the twelve (12) month period.
- 10.05 A copy of any completed formal evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.01 Requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made as far in advance as possible and a written reply will be given within fourteen (14) days of such request, except in cases of emergency. If the leave of absence is denied, the reason shall be given in the reply. Requests for leave of absence shall not be unreasonably withheld. It is understood that leaves of absence with or without pay may be granted for purposes other than those listed below:
- 11.02 (a) Association Leave
- The Employer agrees to grant leaves of absence without pay to nurses selected by the Association to attend Association business, including conferences and conventions. During such leaves of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the daily rate of the nurse.
- (b) Board of Directors
- A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and without loss of benefits during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary. The employee agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

(c) President, ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. The employee shall continue to accrue seniority and service without loss of benefits during her absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer the amount of the full cost of such salary. The employee agrees to notify the Employer of her intention to return to work at least two weeks prior to the date of return.

11.03 Professional and Educational Leave

- (a) Leave of absence with pay or without pay may be granted to employees to attend professional and educational meetings, courses, or other events which may be judged beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer.
- (b) Where an employee is required by the Employer to attend a course or workshop, the Employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as the result of attending the course.
- (c) Leave of absence without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged by the employer to be beneficial to the employee's professional development, especially as it relates to her responsibilities with the Employer. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.

11.04 Bereavement Leave

- (a) Upon the death of an employee's spouse, spouse to include same sex partner, parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) continuous calendar days without loss of pay. Additional days off with or without pay may be granted by the Employer. (Note: "Spouse" for the purposes of compassionate leave will be defined as in the *Family Law Act*.)

Employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding five (5) days in total.

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

- (b) When a death occurs in the immediate family of a nurse, the nurse shall be granted leave up to a maximum of three (3) continuous calendar days without loss of pay around the date of the funeral provided that the nurse must be regularly scheduled to work such days to receive pay.

- (c) Immediate family shall be defined as an employee: father-in-law, mother-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchildren, niece, nephew, aunt and uncle.
- (d) Part-time and casual part-time shall be eligible for pay for compassionate leave.
- (e) Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (f) Where it is necessary, with as much notice as possible, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

11.05

(a) Jury & Witness Duty

A nurse required to serve on jury duty, or as a witness of the Crown, or as a witness at an inquest, or as a witness in a case arising out of her employment, or as a witness at a hearing of the College of Nurses of Ontario, shall have her regular salary maintained. The nurse will reimburse the Employer for fees received less expenses in any of the above instances.

- (b) A nurse will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that a nurse is scheduled to the afternoon shift, she shall not be required to attend at court and then report for duty the same day.
- (c) A nurse will not be required to work on the night shift prior to such duty. Where the nurse's presence is required in court past 1700 hours she shall not be required to attend work for her night shift commencing later that day.
- (d) The nurse shall notify the Director of Care, as soon as possible, when required to serve under any of the above circumstances.

Witness Duty

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

- (e) presents proof of service requiring her attendance;
- (f) deposits with the Employer an amount equal to the jury duty attendance fees received by the employee in any above cases but not any expenses

paid by the employee and received from the authorities for necessary travel, accommodations and meals;

- (g) Where the Home requires an employee to attend any meetings in preparation for a case or legal proceedings or as a result of a compliance inspection which either arises from an employee's employment with the Home or otherwise involves the Home, the Home will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings in accordance with Articles 15.

11.06

Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to Sections 18 and 20 of the *Employment Standards Act*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employee shall include percentage-in-lieu) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred

remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Standards Act*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks)

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

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

11.07 Professional Leave

Professional leave with pay may be granted to nurses who are elected to the College of Nurses or the Registered Nurses' Association of Ontario to attend the regularly scheduled meetings.

11.08 Effect of Absence

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

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

For purposes of this provision, it is understood and agreed that any absence under Article 14 shall be considered a leave with pay.

- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the

amount required on or before the first day of the month in which payment is due.

- (h) Notwithstanding 11.08 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average hours over the last twenty-six (26) weeks prior to Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the *Employment Standards Act*, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

11.09 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former position.

11.10 Military Leave

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

ARTICLE 12 – PAID HOLIDAYS

12.01 The following paid holidays, regardless of when they occur, shall be granted with pay to all employees:

New Year's Day	Civic Holiday
January 2	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

12.02 Accommodations of Spiritual or Cultural Observances

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1st, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 12.03.

Honouring such request shall be subject to the operational requirements of the Home. Where a full-time employee is required to work the substitute day, she will receive a lieu day off with pay.

- 12.03 A nurse who is required to work on any of the foregoing holidays shall be paid at the rate of one and one-half times her regular straight time rate of pay for all hours worked on such holiday. In addition, she will receive an additional day off with pay.
- 12.04 When a nurse is scheduled off on a paid holiday, she shall be entitled to holiday pay for the paid holidays as outlined in 12.01.
- 12.05 If any of the holidays above occur on a nurse's regular day off or during her vacation period, the nurse shall receive an additional day off with pay at the request of the nurse.
- 12.06 A tour that begins during the twenty-four (24) hour period of the above holidays, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- 12.07 The Employer will endeavour to arrange the paid holidays to be divided equitably among the nurses in the Home.
- 12.08 A part-time nurse shall receive a paid day off if she has worked twelve (12) days in the four (4) weeks preceding the statutory holiday.

ARTICLE 13 – VACATION

- 13.01 All nurses shall be granted vacation with pay as follows:
- (a) Employees who have completed less than one (1) year of full time continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of six percent (6%) of gross earnings.
 - (b) one (1) or more years, but less than six (6) years of employment
- three (3) weeks
 - (c) six (6) or more years, but less than eleven (11) years of employment
- four (4) weeks

- (d) eleven (11) or more years but less than sixteen (16) years of employment
- five (5) weeks
- (e) sixteen (16) or more years of employment
- six (6) weeks
- (f) Effective January 1, 2017, employees who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks' at their current pay.

13.02 All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses:

- (a) three (3) weeks entitlement - 6%
- (b) four (4) weeks entitlement - 8%
- (c) five (5) weeks entitlement - 10%
- (d) six (6) weeks entitlement - 12%

13.03 When a nurse's employment is terminated for any reason, full payment for vacation earned, but not taken will form part of such nurse's termination.

13.04 Scheduling

- (a) Vacation quotas shall not be unduly restrictive and shall only include members of the bargaining unit.
- (b) In the event of conflict, seniority shall govern with respect to scheduling of vacations.
- (c) A week of vacation shall be defined as seven (7) consecutive calendar days which include five (5) vacation days and two (2) days off.
- (d) Vacation may commence on any day of the week.
- (e) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following the vacation.
- (f) The weekend before and after the vacation shall be scheduled off.
- (g) Vacation may be taken at any time of the year.

13.05 Interruption

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory medical documentation of such illness.

- (b) Where a vacationing employee becomes seriously ill, the period of such illness shall be considered sick leave provided the employee provides satisfactory medical documentation of such illness.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement and notified the employer as soon as possible, the employee shall be entitled to bereavement leave in accordance with Article 11.04.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

13.06 Vacation submissions shall be done by April 15th and October 15th of each year.

ARTICLE 14 – DISABILITY INCOME PROTECTION PLAN

14.01 Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness. Seniority and service will accrue and the Employer shall continue to pay its share of the premium for the benefit plans during the period of the income protection noted in this provision.

- (a) The Employer will pay seventy percent (70%) of the full-time employees straight-time scheduled wages lost as a result of legitimate personal illness or injury up the third day of such illness or injury.
- (b) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury from the 4th day of illness to the end of the second calendar week of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of straight-time scheduled wages lost. It is understood and agreed that the employer may self-insure coverage if it so chooses and shall notify the Union of any change in practice.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under c) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks 18 through 30 of such illness or injury.

Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, that this benefit commences like all other insurances, after the third month of employment.

14.02 The parties agree that sub-article 14.01 (a) (i-ii) will be applied in the following manner during the employer self-insured period:

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

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

14.03 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 14.01 notwithstanding the delay inherent in awaiting the

ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefit.

- 14.04 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Late notice does not cause forfeiture of sick pay benefits.
- 14.05 Any dispute which may arise concerning an employee's entitlement to short-term (disability income protection) or long-term benefits under Article 14 may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will also encourage an employee to utilize the carrier's medical appeals process, if any, to resolve disputes.
- 14.06 Employees returning to work from an illness or injury will provide the Employer with as much notice as practicable.
- 14.07 When an employee has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, the employee shall be paid for the balance of the tour at her or his regular straight time hourly rate. This provision will not disentitle the employee to a lieu day under Article 12.03 if she or he otherwise qualifies.

ARTICLE 15 – HOURS OF WORK

- 15.01 The normal tour shall be composed of seven and one-half (7.5) consecutive hours exclusive of a meal period, and the normal work week shall be thirty-seven and one-half (37.5) hours per week.
- 15.02 There will be at least one half (1/2) hour unpaid meal period scheduled during each nurse's shift.
- 15.03 Whenever a nurse works alone on an evening or night shift or whenever she can't leave the floor or building, she shall be paid for eight (8) hours instead of seven and one-half (7.5) hours.
- 15.04 There shall be a paid fifteen (15) minutes rest period during each half shift. Nurses will have the option of taking one rest period of thirty (30) minutes per tour subject to the operations of the Home.
- 15.05 A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four (4) hours pay. Nurses who are required to come in to work with less than one (1) hour notice and who are consequently not able to arrive for work until after the tour has commenced, shall be paid as though they had worked from the beginning of the tour.
- 15.06 Scheduling
- (a) The first shift of the day shall be the night tour.
- (b) There shall be no split tours.

- (c) Time schedules shall be posted four (4) weeks in advance.
- (d) There shall be a minimum of sixteen (16) hours between four changes unless mutually agreed otherwise.
- (e) A nurse shall not be required to work more than seven (7) consecutive days unless mutually agreed to by the nurse and the Employer.
- (f) The Employer will endeavour to schedule nurses every second weekend off.

If a nurse is required to work a second consecutive and subsequent weekend, unless mutually agreed upon, she will receive premium payment of time and one-half (1-1/2) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

- i) such weekend has been worked by a nurse to satisfy specific days off requested by such nurse;
 - ii) such nurse has requested weekend worked; or
 - iii) such weekend was worked as a result of an exchange with another nurse.
- (g) Nurses shall receive three (3) or more consecutive days off at Christmas or New Year's.
 - (h) Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Administrator or her designate. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement. Requests for days off shall not be unreasonable denied.
 - (i) Schedules shall not be changed unilaterally by the Employer once posted, unless mutually agreed by the Nurse and the Home.

15.07

Nurses shall not be scheduled or required to work an excess of normally scheduled hours or days without her consent. A nurse shall have the option of selecting compensating time off at the appropriate premium rate in lieu of premium payment. Premium payment shall be paid as follows:

- (a) Work in excess of seven and one-half (7.5) hours in a standard day or seventy-five (75) hours bi-weekly shall be compensated at the rate of time and one-half (1-1/2) the nurse's regular straight time hourly rate.
- (b) A nurse shall be paid double her regular straight time rate for all work performed in excess of seven and one-half (7.5) hours on any tour for which she receives time and one-half (1-1/2) her regular straight time rate.

- (c) If the Employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty, the Employer will pay to the nurse time and one-half her regular straight time rate for the following tour of duty worked unless mutually agreed otherwise.
- (d) If the nurse is scheduled to work in excess of seven (7) consecutive days, she shall be paid time and one-half (1-1/2) of all days scheduled in excess of seven (7) until a day off is scheduled unless mutually agreed otherwise.
- (e) If a nurse's scheduled tour is cancelled with less than twenty-four (24) hours personal notice from the starting time of the scheduled tour period, she will receive a minimum of four (4) hours pay at her regular straight time rate.
- (f) Where call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call then the employee will be paid as if the entire shift had been worked provided she completes the shift for which she was called in.
- (g) It is understood and agreed that employees may leave the premises of the home during meal and rest periods. In the event that an employee is unable to leave the premises during a meal or rest period, she/he will be paid her/his regular straight time hourly rate for the thirty (30) minute meal period.
- (h) In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1 ½) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

15.08 The parties agree that they will negotiate a letter of understanding to be appended to this collective agreement regarding rotation of shifts as per the direction of membership.

15.09 Self Scheduling

The Home and the Union may agree to implement a self-scheduling process. Self-scheduling is the mechanism by which employees in a Home create their own work schedules. The purpose of self scheduling is to improve job satisfaction and quality of work life for the participating employees. Self scheduling requires a collaboration of employees and management to ensure proper coverage of the Home and to meet the provisions of the Collective Agreement. It is agreed that self scheduling will be negotiated locally by the Home and the Union and will include a trial period.

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

Once the trial period is complete, each Home must have a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

15.10 Shift and Weekend Premium

- (a) An employee shall receive shift differential for all evening and night shifts at the rate of seventy-five cents (\$.75) per hour in addition to her regular pay.
- (b) An employee will be paid a weekend premium at a minimum of seventy-five cents (\$.75) per hour.

15.11 Therefore be it resolved that shift rotation will be implemented on the following basis:

- 1. shift rotation will be limited to days/evening or days/night with a minimum of 50% day shift;
- 2. the Employer will endeavour to accommodate a nurse that requests permanent night shifts;
- 3. choice of rotation will be given by order of seniority.

15.12 The Employer is not required by the seniority scheduling provisions of the collective agreement (if any) to assign work to senior employees that triggers premium pay where there are junior employees to whom the assignment would not trigger premium pay. Where all bargaining unit employees would be entitled to premium pay the shift will be offered to the bargaining unit members in order of seniority.

This provision is applicable to all provisions of Articles 15.

15.13 Standby and Call In

- (a) An employee who is required to remain available for duty on standby outside her or his regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for the period of standby scheduled by the Employer. Where such standby duty falls on a weekend or paid holiday, the employee shall receive standby pay in the amount of four dollars and fifty cents (\$4.50) per hour. Standby pay shall, however, cease where the employee is called in to work.
- (b) When an employee is required to work (in circumstances where the employee is on standby or where Employer asserts that the employee is not allowed to decline attendance) outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her regular shift, the minimum payment will not apply and she will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her regular shift.
- (c) Where the employee is required to be on-standby outside her/his regular hours of work, she/he shall receive the on-call premium in accordance with Article 15.13 (a). When the employee's response to telephone calls from the Home does not necessitate travel, she/he shall be paid one and one-half times the regular hourly rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is the more advantageous). The

employee shall keep a log of all calls and submit it to the Director of Care or designate. The employee cannot receive pay for other calls received during the same thirty (30) minute period. However, if the employee must return to the Home, she/he shall be paid in accordance with 15.13 (b).

ARTICLE 16 – MISCELLANEOUS

- 16.01 The Employer shall provide a bulletin board for the sole use of the Association in the staff room.
- 16.02 A copy of this agreement in a mutually agreed form will be issued to each nurse now employed and as employed.
- 16.03 The Employer will continue the current practice of providing parking at no charge.
- 16.04 If facilities are available, the Employer shall grant permission to the Association to hold meetings on the Employer's premises.
- 16.05 Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 16.06 Prior to affecting any changes in the Employer's policies or rules, which would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes with the bargaining unit representatives.
- 16.07 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 16.08 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician.
- 16.09 Each employee shall keep the Employer informed of changes to relevant employment information.
- 16.10 Any errors on wages shall be paid within seventy-two (72) hours of notification if the error is greater than twenty-five dollars (\$25.00). Errors of less than twenty-five dollars (\$25.00) shall be corrected on the employee's next pay.

ARTICLE 17 – EMPLOYEE BENEFITS

The Employer shall pay one hundred percent (100%) of the billed premium for OHIP and will provide for payment of any re-imposition of OHIP type premiums.

- 17.01 The Employer will pay one hundred per cent (100%) of the cost of life insurance in the amount of two (2) times yearly salary for all full-time nurses. Nurses over age 65 are not insurable.

17.02 Extended Health Care

The Employer agrees to offer on a voluntary basis, a major medical \$10/\$20 no co-insurance plan to full-time nurses who are covered by this Agreement. The Employer agrees to pay one hundred per cent (100%) of the billed single/family rate for full-time nurses who participate in the plan.

The plan will include vision care coverage of \$200 per family every twenty-four (24) months, and minimum hearing coverage of \$300/life time.

The Employer will pay one hundred percent (100%) of the billed premium of a dental plan equivalent to Blue Cross #9, based on floating two (2) lag - fee schedule for eligible full-time employees who elect to participate in the plan.

Subject to any conditions of the insurance and benefit plans, coverage should begin as per the plan.

17.03 The Employer shall provide to each nurse a copy of the current information booklets for those benefits provided under this Article. The Association shall be provided with a current copy of the Master Policy.

17.04 The Nursing Homes and Related Industries Pension Plan

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

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

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

- (a) the straight time component of hours worked on a holiday;
- (b) holiday pay, for the hours not worked; and
- (c) vacation pay.

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

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

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

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

17.06 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

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

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

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

17.08 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

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

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

(a) To be Provided Once Only at Plan Commencement

- i) Date of Hire
- ii) Date of Birth
- iii) Date of first Remittance

iv) Seniority List (for purposes of calculations past service credit).

(b) To be Provided with each Remittance

- i) Name
- ii) Social Insurance Number
- iii) Monthly remittance
- iv) Pensionable Earnings

(c) To be Provided Once, and if Status Changes

- i) Address as provided to the Home
- ii) Termination date when applicable

(d) To be Provided Once, if they are Readily Available

- i) Gender
- ii) Marital Status

17.09 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.

17.10 In the event of a layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the lay off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 18 – PROFESSIONAL RESPONSIBILITY

18.01 In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, 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 Union-Management Committee within twenty (20) calendar days of the alleged improper assignment. The chairperson of the Union-Management Committee shall convene a meeting of the Union-Management Committee within twenty (20) calendar days of the filing of the complaint. The Union-Management Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- ii) Failing resolution of the complaint within twenty (20) calendar days of the meeting of the Union-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Home and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint, within twenty (20) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings, in writing, to the parties within twenty (20) calendar days following completion of its hearing.

- (b) i) The list of Assessment Committee Chairpersons is attached as Appendix "B".

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

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

- 18.02 (a) Employees are expected, as part of their regular duties, to provide leadership, supervision, guidance and advice to members of the health care team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2.01, nor does it prejudice the employees' continued membership in the bargaining unit or the employee's entitlement to qualify and receive benefits under Article 20.04.
- (b) Nurses may be required, as part of their regular duties, to supervise activities of nurses working with a temporary certificate of registration in accordance with the current College of Nurses of Ontario *Standards*. In circumstances where the Home hires a nurse with a temporary certificate of registration, the Director of Care or designate shall provide every nurse who is responsible to work with the temporary registrant with the College of Nurses' limitations/ restrictions on her practice.

ARTICLE 19 – DURATION

- 19.01 This Agreement shall be in effect from January 1, 2015 to December 31, 2016 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

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

ARTICLE 20 – COMPENSATION

- 20.01 The salary rates in effect during the term of this agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement.

Each nurse shall be placed on the salary grid in accordance with her service with the Home, including full recognition of her past nursing experience as set out in 20.05(a).

- 20.02 Retroactivity

All items shall be retroactive to January 1, 2015. Any employee hired since that date shall be entitled to retroactivity as from the date of hire. Any nurse who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following ratification or release of an arbitration award. The Employer's letter in this regard will advise the terminated nurse of the entitlement to apply for retroactive salary and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following the signing of this memorandum of agreement or the release of an interest Board's award, whichever shall be sooner and if so paid shall not bear interest. Retroactivity paid later than the six (6) weeks period shall include interest calculated at the bank rate on fifty per cent (50%) on the total of retroactivity accumulated as of the date of payment. Retroactivity shall be paid out on a separate check.

- 20.03 Temporary Class Certificate of Registration Rate

An employee holding a Temporary Class Certificate of Registration upon presenting proof of current General Class Certificate of Registration by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

An employee who holds a Temporary Class Certificate of Registration will be paid at the start rate from date of hire.

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

- 20.05 (a) Each nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse'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) A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

20.06 Responsibility Pay

- (a) An employee who is designated in writing to relieve the Director of Care, shall be paid ten dollars (\$10.00) per shift for each shift so worked, in addition to her regular rate of pay.
- (b) The Employer shall, when no supervisor is on duty, designate one employee when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive nine dollars (\$9.00) per shift in addition to her regular rate of pay.

20.07 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where a nurse alleges she has been improperly classified, the Employer shall advise the Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step #2 of the grievance procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the grievance procedure it may be referred to arbitration.

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

- 20.08 (a) Full-time nurses shall be classified and paid in accordance with Appendix "A" which is attached hereto and forms part of this Collective Agreement.
- (b) The rate of pay for a graduate nurse shall be twenty-five cents (\$.25) per hour less than a registered nurse.
- (c) A graduate nurse in the employ of the Employer upon presenting proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or date of last hire, whichever is later.

20.09 Temporary Class Certificate of Registration Rate

An employee holding a Temporary Class Certificate of Registration upon presenting proof of current General Class Certificate of Registration by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.

An employee who holds a Temporary Class Certificate of Registration will be paid at the start rate from date of hire.

20.10 Part-time and casual part-time will be paid on the following basis:

Monthly rate in Appendix "A" x 10 = daily rate
260

plus ten per cent (10%) of the daily rate in lieu of all benefits except vacations, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, responsibility allowance, overtime, pension and salaries.

Effective June 1, 1994, the ten per cent (10%) premium is given in lieu of all fringe benefits excluding vacation, paid holidays, compassionate leave, professional and education leave, jury and witness duty, reporting allowance, callback guarantee, shift differential, in charge premium, responsibility allowance, overtime, and salaries.

Where a relief or part-time nurse participates in the Group RRSP the ten per cent (10%) shall change to six per cent (6%).

DATED AT Ottawa, ONTARIO, THIS 1st DAY OF August, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

Dany Roussel

Sharleen Blois

Labour Relations Officer

Nicole Cronkwright-Desjardins

Irma Maj

APPENDIX "A"

SALARY SCHEDULEAppendix "A"Salary Schedule- Residence ChamplainFull and Part-time Registered NursesHourly Rates

<u>Full-Time</u>		
<u>Grid Level</u>	<u>Effective 1-Jan-15</u>	<u>Effective 1-Jan-16</u>
Start	29.09	29.50
1 year	30.44	30.87
2 year	31.43	31.87
3 year	32.98	33.44
4 year	33.92	34.39
5 year	34.55	35.04
6 year	36.49	37.00
7 year	38.43	38.97
8 year	40.41	40.98
9 year	43.18	43.78
<u>Part-time</u>	<u>Include the 10 % benefit in lieu Effective 1-Jan-15</u>	<u>Include the 10 % benefit in lieu Effective 1-Jan-16</u>
<u>Grid Level</u>	<u>1-Jan-15</u>	<u>1-Jan-16</u>
Start	32.00	32.45
1 year	33.48	33.96
2 year	34.57	35.06
3 year	36.28	36.78
4 year	37.31	37.83
5 year	38.01	38.54
6 year	40.14	40.70
7 year	42.27	42.87
8 year	44.45	45.08
9 year	47.50	48.16

This wage schedule includes all Pay Equity obligations.

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

ROSTER OF CHAIRPERSONS

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

Ms. Joan Cardiff
40 Prince Albert Street
OTTAWA, ON K1K 2A4
Telephone: (613) 742-7437

Ms. Eleanor Plain
1684 Middle Road
Kingston, ON K7L 5H6
Telephone: (613) 549-3219
E-mail: eleanor.plain@sympatico.ca

Ms. Jayne Harvey
President and CEO of FCS International
158 Casimir Street, Suite 100
Port Perry, ON L9L 1B7
Telephone: (905) 985-6811
Fax: (905) 985-6804
E-mail: jharvey@fcsinternational.com

DATED AT Ottawa, ONTARIO, THIS 1st DAY OF August, 2017.

FOR THE EMPLOYER:

Dany Roussel

Nicole Cronkwright-Desjardins

FOR THE UNION:

Sharleen Blois
Labour Relations Officer

Irma Maj

LETTER OF UNDERSTANDING

Between:

RÉSIDENCE CHAMPLAIN

And:

ONTARIO NURSES' ASSOCIATION

Re: Supernumerary Positions

The Home may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. The Employer may hire full-time supernumerary nurses, up to the maximum funding available as per the Ministry guidelines. The duration of such supernumerary appointments will be defined by the Nursing Graduate Guarantee rules and regulations.
2. Newly graduated nurses are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as nurses who have graduated from a nursing program within the last year.
3. Supernumerary positions are defined as those positions offered to newly graduated nurses that are over and above the minimum staffing complement. Furthermore, supernumerary nurses will not be utilized to fill/backfill permanent and temporary vacancies.
4. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurse will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
5. All nurses hired under the new graduate initiative will be full-time and covered by all terms and conditions of the collective agreement. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.
6. Such supernumerary nurses can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.
7. Where supernumerary nurses successfully post into positions (pursuant to # 6 above) there is the potential that Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The employer and the Union will meet to determine the distribution of the reinvestment initiative funding.
8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary nurse be laid off first.

9. Notwithstanding paragraph 5 above, if the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a lay-off.
10. Any issues related to the new graduate initiatives may be discussed at the Union-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.

DATED AT Ottawa, ONTARIO, THIS 1st DAY OF August, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

Dany Roussel

Sharleen Blois
Labour Relations Officer

Nicole Cronkwright-Desjardins

Irma Maj

LETTER OF UNDERSTANDING

BETWEEN:

RÉSIDENCE CHAMPLAIN
(Hereinafter referred to as the "Employer")

AND:

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

Re: Supernumerary Positions Internationally Educated Nurses (IENs)

The Home may introduce supernumerary positions that may be offered to Internationally Educated Nurses (IENs). Where such positions are introduced, the following will apply:

1. Only so many positions will be created as are covered by government funding for supernumerary positions.

Nursing Career Orientation Initiative (NCO) nurses are defined as those nurses who have initially (never before) registered with the College of Nurses (CNO) whose location of initial nursing education is outside of Canada. NCO nurses will be recognized as such from _____ (date) to a period of time that the MOHLTC continues to implement the NCO. NCO nurses must be hired as supernumerary within six (6) months of initial registration with the CNO.
2. Positions will be created on units/areas where the parties agree.
3. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary nurses will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the employer's initial request to meet.
4. Such positions will not be subject to internal postings or request for transfer processes outlined in Article 9.06.
5. Such nurses will be full-time and covered by the full-time collective agreement.
6. The duration of such supernumerary appointments will be for the period of funding (currently 7.5 months) or such other period as the parties may agree, provided such period is not less than twelve (12) weeks.
7. Such nurses can apply for posted positions after the probationary period is completed.
8. If the nurse has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as casual part-time and this will not be considered a layoff and the nurse will not be reassigned.

9. The Home bears the onus of demonstrating that such positions are supernumerary.
10. The Union will be provided with such written information as it may reasonably require so the Employer can realize the funding regarding such supernumerary position.
11. In the event of a layoff in the area of assignment of the supernumerary nurse, either the Home or the Union may require that the supernumerary nurse shall be first laid off.

DATED AT Ottawa, ONTARIO, THIS 1st DAY OF August, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

Dany Roussel

Sharleen Blois

Labour Relations Officer

Nicole Cronkwright-Desjardins

Irma Maj

LETTER OF UNDERSTANDING

BETWEEN:

RÉSIDENCE CHAMPLAIN
(Hereinafter referred to as the "Employer")

AND:

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

Re: Grievance Commissioner System

This is to confirm the discussion of the parties during collective bargaining that they are committed to encouraging early discussion and resolution of labour relations issues at the local level and seek to resolve grievances in a timely and cost efficient manner.

To that end, this is to confirm that pursuant to Article 8, the parties agree that the Employer and Union at individual nursing homes may agree to utilize the following process in order to resolve a particular grievance through the utilization of a joint mediation-arbitration procedure:

1. The Employer and Union may mutually agree in writing to invoke the Grievance Commissioner process outlined in this letter rather than proceed to arbitration as set out in Article 8.12 of this collective agreement for an individual, group or policy/union grievance.
2. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration hereunder, save and except as expressly provided herein.
3. The Grievance Commissioner shall be mutually agreed upon by the Employer and Union.
4. The Employer and Union agree to make best efforts to ensure that the Commissioner mediation-arbitration dates are set so that this process is initiated in a much more accelerated rate than the normal arbitration process. To that end the parties agree to meet centrally to discuss the possibility of a central Grievance Commissioner roster and pre-scheduled dates that can be mutually shared throughout the year.
5. The location of any such hearing shall be agreed upon by the local parties.
6. The parties shall provide the Grievance Commissioner with a Statement of Facts Agreed and Not Agreed. In addition they shall provide the Grievance Commissioner and each other with brief written representations on which they intend to rely provided that such are emailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner. This information will include the grievance and the Employer's response.

7. The purpose of the hearing is to clarify issues and/or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
8. The parties acknowledge that this is an expedited form of a med-arb process whereby the Grievance Commissioner, based on the evidence and representations provided by the parties during the med-arb session, will decide the grievance. The parties agree that no witnesses will be called throughout this process, except as required by the Grievance Commissioner. The Grievance Commissioner must render his/her written decision, without reasons, to both parties within ten (10) working days of the conclusion of the hearing.
9. If it becomes clear at any point during the process that due to exceptional circumstances the grievance is too complex for the Grievance Commissioner process, the parties may jointly agree to revert to traditional arbitration pursuant to Article 8 of the collective agreement.
10. The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases.
11. Notwithstanding anything contained herein, the decision of the Grievance Commissioner shall be in accordance with Article 8.16.
12. The Union and Employer shall each be responsible for one-half ($\frac{1}{2}$) of the expenses (including any off-site location of the hearing) and fees payable to the Grievance Commissioner.
13. The parties agree that the Grievance Commissioner can serve as a mediator/ arbitrator for more than one grievance on a single day.

The parties agree that nothing in this letter prevents the parties at a nursing home from mutually agreeing to mediation for any other grievances pursuant to Article 8.19.

SCHEDULE A

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

DATE: _____

NAME: _____

FACILITY: _____

DATE(S) OF ABSENCE: _____

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

I understand that I will be compensated for the time absent from work at 70% of my straight time wages only.

SIGNATURE OF THE EMPLOYEE: _____

PAYMENT APPROVED: _____
SIGNATURE OF SUPERVISOR

DATE APPROVED: _____

SCHEDULE B

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

PHYSICIAN/ NURSE PRACTITIONER/MIDWIFE*
***(in the context of the employee's pregnancy)**

INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

I, _____ confirm that _____
(Physician's/Nurse Practitioner's/Midwife's name) (Please print employee's name)

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

due to _____
(Nature of illness/injury only)

PROGNOSIS:

Will not return to work: _____

Will return to work on: _____
(Date)

RETURN TO WORK

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

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

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

Date: _____