

COLLECTIVE AGREEMENT

Between:

ST. PETER'S RESIDENCE AT CHEDOKE  
[hereinafter referred to as "the Employer"]

And:

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

Expires: March 31, 2018

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to provide for the prompt and fair disposition of grievances; and to provide mutually satisfactory working conditions, hours of work and rates of pay.
- 1.02 The parties will work together to provide the best possible nursing care and health protection for residents in the context of a safe and collaborative work environment. The Employer and the Union agree to exercise their rights and obligations in a fair and reasonable manner.
- 1.03 The parties will abide by all relevant legislation including but not limited to the following statutes and regulations there under:
- i. Employment Standards Act (Ontario)*
  - ii. Labour Relations Act (Ontario)*
  - iii. Human Rights Code (Ontario)*
  - iv. Occupational Health & Safety Act (Ontario)*
  - v. The applicable long term care facility statute.*
  - vi. Regulated Health Professions Act (Ontario)*
  - vii. Long Term Care Homes Act (2007)*

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Registered and Graduate employees employed in a nursing capacity by St. Peter's Residence at Chedoke, save and except the Director of Care, Assistant Director of Care and persons above the rank of Director.
- 2.02 (a) The Registered Nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario other than a Temporary Certificate in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*.
- 2.02 (b) A Graduate Nurse is defined as an employee with registration incomplete, who is a graduate of a program acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements for whatever reasons.
- 2.03 A nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act* and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, 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 Employer. Such termination shall not be the subject of a grievance or arbitration.
- 2.04 The term "employee(s)" when used throughout this agreement shall mean persons included in the above-described bargaining unit.

- 2.05 All references to employees in this Agreement include both male and female and whenever the male and female gender is used, it shall be construed to include both male and female employees.
- 2.06 The Employer recognizes the following categories of employment:
- (a) A Full-time Employee" shall be defined as an employee who normally works seventy-five (75) hours (excluding lunch period) in any two week period.
  - (b) Regular Part-time employees are hired into scheduled lines of less than seventy five hours (excluding lunch period) per two week period. Those employees hired into lines which are less than 0.6 of full time hours biweekly will be required to provide additional availability in accordance with Article 17.08.
  - (c) A "casual part-time employee" is defined as an employee who works on an occasional or on-call basis or who fills a full-time or part-time vacancy that has not been filled following application of Article 11.05. A casual employee who fills a position in accordance with Article 11.06 Temporary Vacancies shall be deemed to be a regular part-time employee for that period.
- 2.07 Persons not covered by the terms of this agreement will not perform any duties which are normally performed by employees who are covered by this agreement, which would directly cause, or result in, the layoff of regularly scheduled hours of work of an employee in the bargaining unit.
- 2.08 The Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities. The Employer agrees to employ sufficient Registered Nurses to meet the staffing needs that may be set from time to time by statute and/or regulation and will comply with the staffing requirements in the service agreement. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies in accordance with Article 11.06, 11.07, 11.08 so that any unmet care undertaking will be satisfied.
- 2.09 The Employer recognizes that registered staff have a duty to maintain the standard of nursing practice related to documentation. The Employer will facilitate such by periodic assignment of relief. Such assignment shall take into account the operational needs of the Residence and shall be at the discretion of the Employer in exercising its rights under Article 3.
- 2.10 For the purpose of Article 1.03 of this agreement, the College of Nurses of Ontario's Standards shall be deemed to be part of the RHPA.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the Residence and the direction of the work force are fixed exclusively in the Employer and that the Employer retains rights to management save insofar as they are modified by this agreement or by statute. The Union acknowledges that it is the exclusive right of the Employer to:

- (a) supervise, maintain order, discipline and efficiency, plan and control working operations, and the scheduling and assignment of duties;
- (b) hire, retire, direct, classify, promote, demote, transfer, discipline, layoff, suspend, or discharge nurses and to increase and decrease the working forces, provided that a claim by any nurse of discipline, suspension or discharge without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) make and enforce, and alter from time to time, reasonable rules and regulations to be observed by the nurses;
- (d) manage and operate its Residence in all aspects and, without in any way restricting the generally foregoing, includes, but is not limited to:
  - i) determining the nature and kind of the business and location of premises, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, instruments and equipment to be used;
  - ii) to select, control and direct the use of all materials and facilities required in the operation of the Employers' establishments;
  - iii) determining the content of jobs, the allocation and scheduling of work, the number of nurses to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof;
  - iv) Making, altering and enforcing reasonable regulations governing the use of all material, facilities and services as may be deemed necessary in the interest of the safety and well-being of the residents in its Residence and the public and staff.

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

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her or his membership or non-membership in the Union or activity or lack of activity on behalf of the residents, the Union or by reason of exercising her or his rights under the Collective Agreement or any applicable legislation.
- 4.02 It is agreed that there will be no discrimination, interference, intimidation, restriction or coercion by either party or by any of the employees covered by this agreement on the basis of race, creed, colour, national origin, gender, sexual orientation, marital status, family status, age, disability, religious affiliation or any other factor which is not pertinent to the employment relationship. Ref: *Ontario Human Rights Code*.
- 4.03 (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 gender, race, creed, colour, marital status, nationality, ancestry, place of origin, age, political or religious affiliation, sexual orientation, disability.

- (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by her/his Employer or agent of the Employer or by another employee.
- (c) Grievances under this clause will be handled with all possible confidentiality and dispatch.

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

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

5.01 The Union agrees that there will be no strikes and the Employer agrees that 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*.

#### **ARTICLE 6 – UNION SECURITY**

6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. Such dues shall be deducted monthly and in the case of newly employed employees, such deductions will be made on the first regular deduction date following their date of hire. The Union shall notify the Employer of any changes in the amount of dues from time to time including any local dues levies. The amount so deducted shall be remitted to the Vice-President, Finance no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made.

A list of currently inactive employees, terminations and new hires will be provided. The list shall include social insurance numbers and the initial list shall contain the address of each employee. A copy of these lists shall be given concurrently to the Bargaining Unit President.

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

6.03 The Employer shall provide each employee with a T4 slip, showing the dues deducted in the previous year for income tax purposes.

#### **ARTICLE 7 – UNION REPRESENTATION**

7.01 The Employer agrees to recognize two (2) Union Representatives.

7.02 The Employer will recognize a Grievance Committee of up to two (2) representatives selected or appointed by the Union.

7.03 The Employer agrees to recognize a Negotiating Committee consisting of the Bargaining Unit President and one (1) employee selected or appointed by the Union.

7.04 A Union-Management Committee, which shall be composed of two (2) Union members, shall meet with two (2) representatives of the Employer quarterly or at the request of either party

The purpose of the committee shall be to promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern including scheduling problems and requests, utilization of nursing staff and quality of nursing care,

A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement

7.05 Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Residence, in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit members.
- (c) Any employee appointed or selected in accordance with (b) above, shall, subject to meeting her obligations as a committee member, serve for a term of at least two (2) calendar years from the date of appointment.
- (d) The parties recognize the value of having all members of the committee trained as certified workers and the Employer will, subject to tenure and resource constraints, endeavour to reach and maintain that goal.
- (e) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety and Health programs and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (f) The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfil its function.
- (g) Meetings shall be held quarterly or more frequently at the call of a co-chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (h) In order to perform her duties as a member of the Committee the employee shall be afforded such time as prescribed in the *Occupational Health and Safety Act* and shall be deemed to be at work during those times and paid at her regular or premium rate as appropriate. She will be oriented to the specific entitlements (e.g. Meetings, inspections, investigations) as part of orientation to the committee.
- (i) The Union is committed to obtaining the full cooperation of its members in the observation of all safety rules and practices.

- 7.06 The Union will supply the Employer with the names of its Representatives and changes thereto:
- (a) Union representatives shall be paid their regular rate of pay for all time used in attending meetings of the committees recognized above during their regularly scheduled hours of work. Meetings of the committees recognized above will, where possible, be scheduled during regular working hours. Where this is not possible it is agreed that the nurse will be paid at her regular rate for hours spent attending committees outside of her regular working hours.
  - (b) Members of the Negotiating Committee shall not suffer any loss of regular pay for time spent during regular working hours in negotiations, up to, but not including, arbitration.
  - (c) It is agreed that nurse representatives and members of the committees have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. If, in the performance of their duties, a nurse representative or member of the Grievance Committee is required to enter a unit within the Residence in which they are not ordinarily employed they shall, immediately upon entering such unit, report their presence to their supervisor.
  - (d) The Employer agrees to pay for time spent during their regular hours by such representatives.
  - (e) Part Time employees on committees as provided for above shall be credited with service and seniority for all time paid in respect of such committees
- 7.07 Employees attending meetings called by the Employer will be compensated at their regular rate of pay for time spent at such meetings.
- 7.08 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator.
- 7.09
- (a) All new employees will be informed of the names of the Union Representatives during the first week of their employment.
  - (b) The Employer agrees to provide a union representative with up to fifteen (15) minutes within the orientation program or at such other mutually agreed time, to meet with newly hired employees covered by this agreement. If the orientation program does not take place within four (4) weeks of hiring then the Union will be permitted to meet with new hires during working hours.
- 7.10 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer

7.11 All reference to union representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Local Association.

The Union will advise the Employer in writing of the name of the contact person(s) for the Union for all purposes under the collective agreement.

7.12 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.
- (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) Employer, in consultation with the JHSC or health and safety representative, shall develop an effective written measure to put in place a warning system for all employees who may be exposed to residents who have a history of violent behaviour. Such a system shall include a method to communicate pertinent information about a resident and associated visitors to all employees.

7.13 Where the Employer assigns employee responsibilities including those supervisory responsibilities under the OHS Act section 25 (2) (a), the Employer will ensure that the employees have received sufficient training to ensure competency under the Act.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

8.01 The purpose of this article is to establish a procedure for the prompt handling of grievances.

8.02 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her or his union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance.

8.04 Grievance Process:

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss her complaint with her supervisor (ADOC or DOC). Such complaint shall be brought to the attention of her supervisor within seven (7) working days of the employee becoming aware of the circumstances giving rise to the complaint. The supervisor (ADOC or DOC) shall state her/his decision orally within seven (7) working days of receiving the complaint.

### Step #1

Should the employee be dissatisfied with the disposition of the complaint, such employee and the Union Representative may within seven (7) working days of the reply to the complaint, refer such matter in writing to the Director of Care who shall answer the grievance in writing within seven (7) working days.

### Step #2

If no settlement is reached at Step #1, the grievance may be referred in writing to the Administrator. The parties shall meet to discuss the grievance within seven (7) working days of the Director of Care's reply or at a time mutually agreed upon. The Union staff representative will be in attendance at this meeting. It is understood that the Administrator (or designate) may have such assistance as he/she may desire at such meeting. The Administrator shall reply in writing within seven (7) working days, with a copy to the Union staff representative and Union Representative and Grievor. If the grievance is not settled it may be referred to arbitration as hereinafter provided.

8.05 Policy Grievance:

Either the Union or the Employer may submit a grievance alleging a general misinterpretation or violation of this Agreement by the other party by submitting a written grievance at Step #2 of the grievance procedure. Such grievance shall be filed within seven (7) working days of the incident giving rise to the complaint. This shall not apply to disciplinary grievances or application of competitive clauses under this agreement. Any such grievance may be referred to arbitration under Article 10 by either the Union, in the case of a Union grievance, or the Employer, in the case of any employer grievance.

8.06 Group Grievance:

In the event of a grievance common to a group of two or more employees, the Union may file a group grievance on behalf of such a group. The Union shall verbally take the matter up with the Director of Care at Step #1. In the event the matter is not resolved at Step #1 the Union will present a group grievance in writing, signed by each nurse who is grieving, within seven (7) working days after the decision of the DOC at step #1 is received.

8.07 Any time limit referred to in the grievance or arbitration procedure shall not include Saturdays, Sundays and holidays observed by the Employer. Working days are defined as Monday – Friday.

8.08 All agreements reached under the grievance procedure between the representatives of the Employer and staff representatives of the Union will be final and binding upon the Employer, the Union and the employees

**ARTICLE 9 – DISCHARGE AND SUSPENSION CASES**

9.01 Discharge Grievance

(a) An employee shall only be discharged from the employment of the Residence 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.

(b) In the case of discharge, the Employer agrees they will, within seven (7) working days, provide written reasons to the affected employee, and will provide a copy to the Union.

9.02 A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the employee and making her/him whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator.

**ARTICLE 10 – ARBITRATION**

- 10.01 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) working days after the decision under Step No. 2, it will be deemed to have been received within the time limits. The notice shall contain the name of the party's appointee to an Arbitration Board. The recipient party shall, within fifteen (15) working days, advise the other of the name of its appointee to the Arbitration Board.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 10.02 The appointees so selected (10.01(a)) shall, within fifteen (15) working days of the appointment of the second of them, or at a time mutually agreed upon, appoint a third person who shall be the chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman, within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. A decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern
- 10.03 Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly bear the cost and expenses of the chairperson of the Arbitration Board, if any.
- 10.04 (a) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- (b) At the request of either party, the board shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.
- 10.05 Where a grievance concerns:
- (a) Job Postings  
 (b) Premiums, overtime, call-in pay  
 (c) Scheduling Issues  
 (d) Entitlement to Leave

- (e) Dues Issues
- (f) Any other issues agreed by the parties

the matter shall be determined by a sole arbitrator, unless the parties agree to proceed under Article 10.01. The sole arbitrator shall proceed by way of mediation-arbitration at the request of either party. When either party requests that any such matter be submitted to mediation-arbitration or to arbitration as provided above, it shall make such request in writing addressed to the other party to this Agreement and, at the same time, it shall propose the name of the sole arbitrator. The parties will continue to exchange names of proposed arbitrators until one is agreed or one of the Parties contacts the Ministry of Labour to appoint a sole arbitrator.

Subject to Article 10.01, once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

## **ARTICLE 11 – JOB SECURITY**

- 11.01
- (a) Seniority for full-time employees shall be credited as of the date of last hire into the service of the Employer.
  - (b) Seniority for part-time employees shall be based on the total number of full or part-time hours paid since the date of last hire. Fifteen hundred (1500) hours shall be the equivalent to one (1) year of full-time seniority.
  - (c) Probation:
    - i) Newly employed full-time employees will be considered probationary for the first four hundred and fifty (450) hours paid.
    - ii) Newly employed regular part-time employees will be considered probationary for the first four hundred and fifty (450) hours paid or six (6) calendar months, whichever occurs first.
    - iii) Newly employed casual part-time employees will be considered probationary for the first four hundred and fifty (450) hours paid or nine (9) calendar months, whichever occurs first.
  - (d) The Employer may extend the probationary period provided for above for a maximum of three hundred thirty-seven point five (337.5) hours for good and sufficient cause. The Employer will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period.
  - (e) The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.
  - (f) Following probation seniority shall then be credited as provided in Article 11.01 a) or b) above.
- 11.02 The Employer will keep up-to-date seniority lists for all classifications, full-time, regular part-time and casual part-time, and will post them in the workplace in a

conspicuous place in January and July of each year. Copies of this seniority list will be given to the Bargaining Unit President. Seniority lists shall be posted in hours for part-time employees. In the event of any layoff the Employer will provide the Bargaining Unit President with an updated seniority list of full-time, regular part-time and casual part-time employees.

#### 11.03 Effect of Status Change on Seniority

- (a) An employee's full seniority and service shall be retained by the employee in the event that she/he is transferred from full-time to part-time or in the event she/he is transferred from casual to regular part-time or vice versa.
- (b) An employee whose status is changed from full-time to part-time shall receive credit for her/his full seniority and service on the basis of 1500 hours paid for each year of full-time seniority or service.
- (c) An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1500 hours paid. Any time paid in excess of an equivalent shall be pro-rated at the time of transfer.
- (d) A Full time employee's seniority date shall be adjusted in accordance with these status change rules. (I.e. an employee who transfers from FT to PT, and then returns to FT will not necessarily retain their hire date as their seniority date).

#### 11.04 Effect of Absence on Seniority

If an employee's absence without pay, including absences under Article 14, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days except as otherwise provided for in this article.

- (a) Seniority and service shall be retained and accumulated when an employee is absent from work under the following conditions:
  - i) when on leave of absence with pay
  - ii) when on an approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
  - iii) when on Pregnancy and Parental Leave but not during Personal leave extensions following that Leave;
  - iv) when absent without pay due to a disability as required by legislation.
  - v) when on approved (eligible) Family Medical Leave
- (b) Seniority and service shall be retained but not accumulated when an employee is absent from work under the following circumstances:
  - i) when on an approved leave of absence without pay, for the period which exceeds thirty (30) continuous calendar days;

- ii) When on an approved leave of absence for purposes of upgrading employee education
  - iii) when absent due to lay-off for up to twenty-four (24) calendar months;
  - iv) When absent without pay due to a disability and not required per (a)(iv) above up to twenty-four (24) months
- (c) Seniority and service once established for an employee shall be forfeited and the employees shall be deemed to be terminated under the following conditions:
- i) resignation;
  - ii) if discharged and not reinstated through the grievance or arbitration procedures;
  - iii) retirement;
  - iv) if the employee is absent from work for more than two (2) scheduled working days without notifying the Employer unless a satisfactory reason is provided to the employer;
  - v) if an employee takes a leave of absence without permission or fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
  - vi) is laid off for more than twenty-four (24) calendar months
  - vii) fails upon being notified of a recall to signify within seven (7) calendar days after she/he has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer her/his intention to return and fails to report to work fourteen (14) calendar days after she/he has received the notice of recall or such further period of time as may be agreed by the parties;
  - viii) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
  - ix) is absent from work in excess of thirty-six (36) months due to illness, accident or WSIB, if the Employer and the Union have satisfied obligations under duty to accommodate and no suitable work being available;
  - x) Fails to provide availability as provided for in Article 2.06 (b) for two (2) successive pay periods without providing adequate reason to the Employer, following communication to the employee at the employee's last address known to the employer,

## 11.05

Permanent Vacancies:

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, (unless notified in writing by the Employer of its intent not to fill, or to postpone the filling, of such vacancy) such vacancy shall be posted for a period of seven (7) consecutive calendar days, excluding 'recognized holidays'. Employees in the bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein.

Subsequent vacancies created by the filling of a posted vacancy are to be posted for five (5) consecutive calendar days. Job vacancies shall be posted on the designated bulletin board.

- (b) Employees shall be selected for job postings on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern, providing the senior applicant meets the minimum requirements of the position and can perform the work within an appropriate familiarization period. In the event no qualified applicant is found within the bargaining unit the Employer may recruit 'external' to the bargaining unit.

## 11.06

Temporary Vacancies:

- (a) Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer. The Employer will consider seniority as one of the criteria in its decisions.
- (b) Temporary vacancies expected to exceed sixty (60) days shall follow the posting procedure as set out in 11.05 (b). In the event there is no successful internal applicant a Temporary Employee may be hired for a specific term which would not normally exceed twelve (12) months.
- (c) Employees newly hired to temporarily replace employees may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period.

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

- (d) In filling temporary part time vacancies covered by 11.06 (b) above consideration shall be given first to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question.
- (e) Where part time employees fill temporary full time vacancies, such employees shall be considered regular part time and shall be covered by the terms of this agreement.

- (f) Where a full time employee fills a temporary full time or part time position such employee will be considered full time and shall be covered by the terms of this agreement.
- (g) Upon completion of the temporary vacancy the nurse shall be reinstated to her former position, unless the position has been discontinued, in which case the nurse will be subject to provisions of the collective agreement (Articles 11.08, 11.09).

11.07 The following Article applies to both Permanent and Temporary Vacancies. In the case of any posted vacancy whether temporary or permanent:

- (a) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days. Unsuccessful applicants will be notified. At the request of an unsuccessful applicant, the Employer will discuss with them ways in which they can improve their qualifications for future postings.
- (b) The postings shall stipulate the qualifications, classification, rate of pay, area and current shift rotation. A copy shall be provided to an employee representative of the Association

The parties recognize that the posting of the shift rotation is not to be interpreted as a guarantee of 'permanence' of such rotation. Shift changes will be made in accordance with the provisions of this agreement.

- (c) Notwithstanding the level of entry to practice (baccalaureate degree in nursing) the Employer will not establish qualifications or identify them in job postings in an arbitrary or unreasonable manner.
- (d) The Employer may temporarily fill any such vacancy or position while observing the procedure herein set forth until such time as a successful candidate has been chosen.
- (e) Successful employees need not be considered for other vacancies within a six (6) month period from the date of her selection. The prior sentence does not apply where one of the moves is from part-time to full-time or from a temporary to a permanent position as long as the employee does not seek to reverse that change within six (6) months. If covering a temporary position, the employee may be required to complete the term of the temporary assignment before being released to any other position.
- (f) An employee who will be absent on vacation or on any other approved leave or because s/he has not been scheduled during the period of the posting, may indicate in writing to her/his immediate supervisor her interest in any posting that may occur during her/his absence. This written indication will be treated as an application for the posting.

11.08 (a) "Layoff" shall include a reduction in an employee's hours of work and cancellation of all or part of an employee's scheduled shift. Notwithstanding anything in this agreement, the cancellation of all or part of an employee's shift shall not be considered a layoff, provided the nurse so affected is the junior nurse on that shift, provided the remaining registered nurses are qualified to perform the available work.

- (b) It is recognized that reassignment of a temporary nature, to deal with balancing of the work force for short term staffing needs, is within management rights (Article 3) and is dealt with through the staffing function under the direction of Director of Care or designate.

If such temporary circumstances exceed one week, and if requested by the Union, the Employer will meet with the Union to discuss the need for re-assignment and the anticipated period required. In the event that the parties cannot agree on the rationale for the period of the need, the Union may institute a policy grievance claiming the layoff provisions apply.

- 11.09
- (a) A lay off of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first [1<sup>st</sup>] laid off.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a lay off without the consent of the Union. The Union will not unreasonably withhold its consent when shown to be in the interest of the Residents and bargaining unit members.
- (c) Full-time and regular Part-time employees shall be recalled in the order of seniority provided that an employee recalled is qualified to perform the available work and is deemed capable of meeting the requirements of the position within the familiarization period normally provided for transfers.
- (c) No new employee shall be hired until all those employees who retain the right to be recalled have been considered for such opportunity/(ie) to return to work.
- (e) The job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.
- (f) In the event of a proposed lay off the Employer will provide the employee(s) to be laid off and the Union with ninety (90) calendar days' notice where feasible and in any event no less than sixty (60) calendar days' notice.
- (g) The Employer will meet with the Union to review the following:
- i) the reasons causing the lay off;
  - ii) the service which the Employer will undertake after the lay off;
  - iii) the method of implementation including the areas of cut-back and the employees to be laid off.
- 11.10
- (a) An employee who has been notified of a layoff may:
- i) accept the layoff; or
  - ii) opt to retire if eligible; or
  - iii) displace another employee in their own classification who has lesser bargaining unit seniority.

- (b) Severance Pay will be in accordance with the provisions of the *Employment Standards Act*.

#### 11.11 Positions Outside the Bargaining Unit

- (a) In the event that an employee transfers out of the bargaining unit for a specific term or task which does not exceed a period of three (3) months, or an academic year, and is returned to a position in the bargaining unit, seniority and service shall continue to accrue for the period of the transfer.
- (b) An employee who transfers to a position outside of the bargaining unit for a period exceeding three (3) months and up to twelve (12) months, shall retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee returns to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. Service shall continue to accumulate during the period of transfer.

Should the employee return to the bargaining unit, all other employees shall revert to their previous positions if available. All employees who transfer to positions outside of the bargaining unit for less than one (1) year shall be covered by the collective agreement for the duration of their assignment. The employee's wage rate shall be no less than the wages earned in the bargaining unit position

- (c) An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
- (d) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit
- (e) It is understood and agreed that an employee:
- may decline an offer to transfer made by the Employer
  - that the periods of time referred to above may be extended by agreement of the parties.

### **ARTICLE 12 – EMPLOYEE FILES**

12.01 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing their contents in the presence of her supervisor or designate.

Requests to review the file will be submitted in writing and will normally be granted within three (3) business days of the request.

Time spent in such review shall be on the employees own time (unpaid). The Employer will accommodate employee's reasonable requests for copies of performance evaluations.

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

- 12.02 Any letter of reprimand, suspension or any other sanction/**counselling** will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that such employee's record has been discipline free for a period of twelve (12) months.

### **ARTICLE 13 – LEAVES OF ABSENCE**

- 13.01 (a) Personal Leave:

Written requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made in writing four (4) weeks in advance except in the case of an emergency and a written reply will be given within seven (7) days of the date of such request except where the request is an emergency then the Employer will respond as soon as possible. If the leave of absence is denied, such written reply shall contain the reasons for the denial.

- (b) An employee shall not use a leave of absence to "trial" alternative employment unless the Employer expressly approves such use in writing.
- (c) Subject to the foregoing, such leave shall not be unreasonably withheld.

- 13.02 Educational and Professional Leave

Education Leave:

- (a) Each Nurse has the right to request leave with no loss of salary for one working day per year to attend professional development courses provided that the course is approved by the Employer and that such leave does not interfere with the efficient operations of the Residence. The nurse shall provide the Employer with as much notice as practicable to ensure that there are replacement staff provided.
- (b) A full-time or part-time employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which employees are enrolled to enhance their nursing qualifications applicable to the Residence. The employee must provide the Director of Care with at least two (2) weeks notice of the leave requirement and the 'without loss of earnings' provisions may be denied if planned coverage at straight time is not available.
- (c) An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

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

- (d) Where an employee is required by the Employer to attend a course or workshop outside of her/his regularly scheduled working hours, the Employer agrees to pay any applicable fees, texts and to pay such employees for all time spent in attendance on such courses at their regular straight time hourly rate of pay.
- (e) Professional leave, without pay, will be granted to full-time and part-time employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses to a maximum of six (6) days per year. Only one (1) representative may be absent at one time.

### 13.03

#### Bereavement Leave

- (a) Upon the death of an employee's spouse (spouse to include common law or same sex partner), parent or child (to include stepchild or the child of a common law or same sex partner), an employee shall be granted leave up to a maximum of five (5) continuous calendar days, a maximum of three (3) days shall be without loss of pay provided that the employee must be regularly scheduled to work such days to receive pay. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay around the date of the funeral or equivalent service provided that the employee must be regularly scheduled to work such days to receive pay.
- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchildren.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service for her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment for any period for which she is receiving holiday pay or sick leave.
- (f) Where it is necessary, because of distance, the employee may apply for personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.
- (g) Within one (1) week of returning from the bereavement leave the employee shall provide satisfactory evidence to the Employer, of the date of the death, funeral or equivalent service. Failure to provide evidence will result in denial of paid leave.

## 13.04

Pregnancy and Parental Leave

- (a) Pregnancy/Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement, who has been employed for five (5) calendar months and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eight-four percent (84%) 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. Bi-weekly payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is entitled to Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) 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.

- (c) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has been employed for five (5) calendar months and has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the employee's regular weekly earnings (which for part-time employees shall include percentage in lieu) and the sum of her or his weekly Employment Insurance benefits and any other earnings. Bi-weekly payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.
- (d) The employee does not have any vested right except to receive payments for the covered employment 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.

## 13.05

Jury and Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Residence, the employee shall not lose service, seniority or regular pay and shall not be required to work on the night shift prior to or on a shift on the day or evening of such duty because of such attendance and shall not be required to work on the day of such duty provided that the employee:
- i) notifies the Employer immediately on the employee's notification that she will be required to attend court;
  - ii) presents proof of service requiring the employee's attendance;
  - iii) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances, together with official receipts/statements of monies received.
- (b) Where the Employer requires an employee to attend any meetings with an Employer's counsel in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the Residence during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay

## 13.06

Leave for Association Business

- (a) The Employer agrees to grant leaves of absence without pay, to employees selected by the association to attend business related to the Association, including conferences and conventions. During such leave of absence the employees' 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 employee.
- (b) The Association will provide twenty one (21) days notice of request for such leave, unless not reasonably possible to do so. Such leave shall be limited to 45 days cumulative (annual) and shall involve a maximum of two (2) employees at any one time.
- (c) Leave of Absence: Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay without loss of seniority or benefits up to a total of one hundred (100) days annually. Leave of absence for board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contribution to benefits and percentage in lieu in the case of part-time employees. The employee must request the leave not less than seven (7) calendar days in

advance unless the board meeting is called on less than seven (7) calendar days notice in which case as much notice as possible shall be given to the Employer.

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

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

(e) Leave of Absence: President of the Ontario Nurses' Association

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years. During such leaves of absence salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits and percentage in lieu in the case of part-time employees. The employee agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

13.07 Family Medical Leave

- (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.

**ARTICLE 14 – PAID HOLIDAYS**

14.01 The following shall be recognized as paid holidays:

|   |                           |
|---|---------------------------|
| New Year's Day (January 1 <sup>st</sup> )       | Civic Holiday             |
| Family Day (3 <sup>rd</sup> Monday in February) | Labour Day                |
| Good Friday                                     | Thanksgiving Day          |
| Easter Monday                                   | Second Monday in November |
| Victoria Day                                    | Christmas Day             |
| Canada Day (July 1 <sup>st</sup> )              | Boxing Day                |

If another statutory holiday is proclaimed it will be substituted for Second Monday in November.

- 14.02 (a) Full Time Employees: An employee who works on a paid holiday shall receive time and a half for all hours worked on the holiday plus an alternate day off, scheduled in the master schedule (H), with holiday pay. An Employee who works beyond his/her regular schedule on a paid holiday shall receive double (2x) time for all hours worked beyond his/her scheduled hours.

Nine (9) lieu days will continue to be a part of the Master Schedule. The remaining three (3) lieu days will be scheduled by mutual agreement between the employee and the Employer.

- (b) Part Time Employees: An employee who works on a paid holiday shall be paid time and a half for all hours worked on the holiday. An Employee who works beyond his/her regular schedule on a paid holiday shall receive double (2x) time for all hours worked beyond his/her scheduled hours.

14.03 In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned, unless excused by the Employer or the employee was absent due to:

- i) legitimate illness or accident which commenced within a week of the date of the holiday;
- ii) vacation granted by the Employer;
- iii) the employee's regular scheduled day off;
- iv) a paid leave of absence, provided the employee is not otherwise compensated for the holiday.

14.04 Normally, all positions shall receive either Christmas or New Year's Day off, unless the incumbent employee elects to work both days. The day off shall alternate annually. In the event of a conflict, the deciding factor will be which holiday the employee worked the previous year, and seniority. Position is defined as a line on the schedule. In order to accommodate the granting of time-off, scheduling provisions (Article 18.04) can be waived between December 15 and January 9.

14.05 The shift commencing at 11p.m. shall be considered the first shift of the working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours are actually worked.

Example: Paid holidays shall be considered to be the twenty four hours beginning 11.00p.m. of the night prior to the calendar day of the holiday (e.g. New Year, 11.00p.m. December 31 – 11.00 p.m. January 1).

## **ARTICLE 15 – VACATIONS**

15.01 A full-time employee who, on the 1st day of January in each year has:

- (a) completed less than one (1) year of continuous service with the Employer shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay at her or his current rate of pay;
- (b) completed one (1) year of continuous service but less than three (3) years of continuous service with the Employer shall receive three (3) weeks' vacation with pay at her or his current rate of pay;

- (c) completed three (3) years or more of continuous service but less than twelve (12) years of continuous service with the Employer shall receive four (4) weeks' vacation with pay at her or his current rate of pay;
- (d) completed twelve (12) years or more of continuous service but less than twenty-three (23) years of continuous service with the Employer shall receive five (5) weeks' vacation with pay at her or his current rate of pay;
- (e) completed Twenty-three (23) years or more of continuous service but less than twenty-eight (28) years of continuous service with the Employer shall receive six (6) weeks' vacation with pay at her or his current rate of pay;
- (f) completed twenty-eight (28) years or more of continuous service with the Employer shall receive seven (7) weeks' vacation with pay at her or his current rate of pay.

15.02 Employees may carry over a maximum of one-week vacation into the next year, to be taken by March 31 of that year unless permission is expressly sought, in writing to the Director of Care, to extend the carry over for a specific purpose. Seniority may only be used to obtain access to the carried over week in accordance with employee preference if the employee wishes to use the week up to and including February 28.

- 15.03
- (a) The Employer reserves the right to manage and administer vacation scheduling. In exercising this right the Employer will discuss development of scheduling guidelines with the Union to ensure adequate vacation planning for appropriate coverage to meet the needs of the Residents.
  - (b) Vacation requests shall be submitted in writing on or before March 15<sup>th</sup> as specified (submission deadline to be specified in guidelines in (a) above). Approved vacation schedule shall be posted no later than thirty (30) days after submission deadline. In cases of conflict, seniority shall be the governing factor. Vacation requests submitted after the submission deadline shall be granted on a first come first served basis.
  - (c) Vacation quotas shall not be unduly restrictive or unreasonable and shall provide the opportunity for all employees to take at least one week of their vacation during the peak vacation time between June 15 and the end of the week including Labour Day provided the employee has preplanned vacation according to the guidelines. With due regard for the efficient operation of the Home, it is understood that employee's may be granted vacation of less than one week during this period.
  - (d) If a full-time employee has not submitted vacation requirements in accordance with the guidelines by the end of the eighth (8<sup>th</sup>) month in the vacation year, the Employer will schedule two (2) weeks of their vacation entitlement.

15.04 Vacation time (without pay) for part-time employees shall be granted on a pro-rated basis, and part-time employees shall receive vacation pay (VAPY) as follows:

- (a) less than one year of service - 6%;
- (b) more than one year but less than three (3) years of service - 6%;
- (c) three (3) years, or more, but less than twelve (12) years of service – 8%

- (d) twelve (12) or more, but less than twenty-three (23) years of service – 10%;
- (e) Twenty-three (23) or more, but less than twenty-eight (28) years of service – 12%
- (f) Twenty-eight (28) or more years of service – 14%.

Vacation pay on gross earnings shall be paid on each bi-weekly pay cheque.

15.05 Effects of Illness or Bereavement on Vacation

- (a) Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continued into the scheduled vacation period the period of illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) Such sick leave shall not be counted against the employee's vacation credits, provided that the employee provides the Employer satisfactory documentation of the illness or hospitalization as specified above.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement, the period of approved bereavement shall be considered bereavement leave. Such bereavement leave shall not be counted against the employee's vacation credits.

**ARTICLE 16 – PERSONAL LEAVE AND SICK LEAVE**

16.01 Paid Personal Leave Credits:

Full time employees may receive pay for up to eighteen (18) regularly scheduled shifts/year and can accumulate up to twenty-seven (27) shifts. This leave may be used for urgent personal needs, including sick leave (as defined under the Emergency Leave provisions of the *Employment Standards Act*). New hires or employees transferring from Part-time to Full-time will have prorated allowance deposited to their bank.

Additional Personal Leave for Full Time employees, and all Personal Leave for Part-Time Employees, shall be Leave without pay.

16.02 Sick Leave:

Definition: Sick leave means the period of time an employee is permitted to be absent from work by virtue of being unable, due to injury or illness, to perform the regular duties pertaining to the position which they occupied immediately before being absent. The employer reserves the right to require validation of illness/injury.

Personal leave credits (Article 16.01) include provision for sick leave. Employees who have exhausted personal leave credits will be provided with a Record of Employment to enable Employment Insurance application as appropriate.

In the event the period of sick leave is anticipated to be greater than the qualifying period for Long Term Disability (LTD) benefits, the employee will be advised of the process of application for LTD.

An employee absenting themselves from work on account of personal illness or injury shall attempt to notify the Employer on the day of illness, at least four hours prior to the time he/she would normally report for duty, to allow for replacement. Failure to give adequate notice may result in loss of personal leave benefit for that day of absence and be deemed absent without leave.

Employees shall be paid their regular wages for scheduled hours absent due to illness, until their personal day bank is exhausted.

Absence for sickness or accident compensable by the Workplace Safety and Insurance Board will not be charged against personal leave credits.

- 16.03 When an employee has completed any portion of her or his regularly scheduled tour prior to going on sick leave benefits or W.S.I.B. benefits, the employee shall be paid for the balance of the tour at her or his regular straight time hourly rate.
- 16.04 If the Employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of obtaining the certificate. A medical certificate will include a certificate from a nurse practitioner.
- 16.05 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under 16.01 above. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by The Workplace Safety and Insurance Board. If the claim is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under 16.01 above.

## **ARTICLE 17 – HOURS OF WORK AND WORKING CONDITIONS**

- 17.01 The normal shift shall be composed of 7.5 consecutive hours, exclusive of meal time.
- The standard bi-weekly period shall be seventy five (75) hours. Shifts for a full-time employee shall average five (5) per week over the nursing schedule determined by the Employer.
- The hours of work shall not be construed as a guarantee of the hours of work to be performed on each shift or during each shift schedule.
- 17.02 An unpaid meal time of one-half (½) hour shall be scheduled during an employee's tour whether day, evening or night. Should a nurse be recalled to duty during her meal period, additional mealtime shall be provided later in the shift. If the ADOC or designate agree that is/was not possible the nurse shall be paid at the rate of time and one-half (1-1/2) for time worked.

17.03 A paid rest period of fifteen (15) minutes will be granted during each half tour.

17.04 Scheduling

(a) Employees will receive every second weekend off.

A weekend is defined as being fifty-six (56) hours off during the period starting at the conclusion of any scheduled tour of the Friday. Employees completing work at 0700 Friday will not have to report for work until 2300 Sunday.

Time and one-half (1½) shall be paid for hours worked on that weekend, where an employee works on a second weekend. Time worked on that weekend will not be considered when determining such future premium obligations where:

- i) such weekend has been worked by the employee to satisfy specific days off requested by such a employee; or
- ii) such employee has requested weekend work; in writing with a copy to the Union; or
- iii) such weekend is worked as the result of an exchange of shifts with another employee.

(b) The master time schedules will be posted two (2) weeks in advance and shall cover a four-week period. The Employer will endeavour to accommodate requests by employees for specific days off.

(c) The Employer will not unreasonably refuse to implement a Christmas/New Years' schedule presented to it by the Union that complies with the provisions of the collective agreement.

(d) Any employee who arrives within one (1) hour of a call-in after the commencement of a tour because of being called within one half (½) hour of the starting time of the shift shall be compensated for the full tour, provided the employee stays for the remainder of the full tour.

(e) An employee who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay at her/his regular straight time hourly rate. The employee shall be required to perform any nursing duties assigned by the Employer which she or he is capable of doing, if her or his regular duties are not available.

The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work as per Article 17.04(i) nor shall it apply to employees returning to work without notice after absence.

(f) Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:

- i) Has not less than sixteen (16) hours off between shifts, excepting that time off between changes from night shift to day shift shall be a minimum of forty eight (48) hours unless agreed otherwise by the employee.

- ii) Is not scheduled to work more than six (6) consecutive days.
- (g) Where the Employer fails to schedule in accordance with 17.04 (f) (i) and (ii) above the employee(s) will be paid at the rate of time and one half (1-1/2) her regular straight time hourly rate for all hours worked on the scheduled shift that violates this clause except:
- i) where such hours are worked as a result of the employee exchanging hours to convenience herself or another employee;
  - ii) where such hours are worked by the employee to satisfy specific days off requested by the employee.
- (h) A request by an employee for a change of scheduled working hours must be submitted in writing to their supervisor or designate at least seven (7) days in advance, if possible, and must be co-signed by the employee willing to make the exchange. Consideration will be given and decision communicated within three (3) days of the receipt of the request. Any resulting variance from the terms of this agreement will not result in premium or overtime payment.
- (i) The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. It is the employee's responsibility to consult the posted work schedule. Where less than twenty-four (24) hours' notice is given to the employee, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.
- (j) The parties agree to meet to discuss any existing lines which do not conform with the Scheduling provisions of this agreement. If possible, such lines will be adjusted to conform. However, if at the request of the employee and if seen to be prejudicial to that employees who accepted the line it is understood and agreed by the parties that existing lines, if any, (predating the date of ratification of this agreement) will remain in effect, without premium, until they become vacant, at which time they will be adjusted to conform with this article. The Employer shall not grant any such request from a part-time employee if the granting of such a request will prejudice a full-time employee.
- (k) An employee who works a second (consecutive) tour shall be entitled to the normal rest periods and meal periods for the second tour. It is also understood that in those circumstances, where the employee works at least four (4) hours beyond their schedule and is not notified within two (2) hours of the start of their schedule, the Residence shall provide the employee with a meal.

17.05 Daylight Savings time

Where an employee is scheduled to work on either Daylight Savings time, or Eastern Standard time, they shall be paid the actual number of hours worked, at straight time.

17.06 The shift commencing at 11p.m. shall be considered the first shift of the working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours are actually worked.

17.07

Overtime

It is understood that the Employer is not required to offer shifts that would result in overtime premium pay.

- (a) All overtime must be authorized by the Administrator or delegate.
- (b) Overtime shall be offered to the senior employee who has made themselves available for overtime, is qualified to perform the work, and who incurs the least amount of subsequent overtime.
- (c) Employees shall, quarterly, provide the Customer Service Clerk (Staffing) with their wishes in respect of being called for voluntary overtime
- (d) If an employee is authorized to work more than seven and one-half (7½) hours in any consecutive twenty-four (24) hour period she shall receive overtime premium of one and one half (1½) times her regular straight time hourly rate for all hours so worked.
- (e) If an employee is authorized to work more than 75 hours in a two week period she shall receive overtime premium of one and one half (1½) times her regular straight time hourly rate for all hours so worked.
- (f) Notwithstanding the foregoing, overtime will not be paid for additional hours worked by employees during a twenty-four (24) hour period as a result of change in tours.
- (g) Notwithstanding the foregoing, no overtime premium shall be paid for a period less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her normal daily shift.
- (h) Overtime premium will not be duplicated for the same hours worked.
- (i) Where an employee is required to work on a paid holiday and she or he is required to work hours in addition to her or his full tour on that day she or he shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- (j) At the option of the employee, overtime may be banked at straight time to be used as time off at a later date. Banked time off will be scheduled by mutual agreement between the employee and the Employer within 60 days, and failure to so schedule the time off will result in the time being paid out at time and a half.

17.08

Part-Time Commitment

- (a) Regular Part-Time Commitment

All regular part-time employees must be available to work a predetermined line and provide availability according to the following conditions:

- i) the part-time commitment will be the equivalent of forty-five (45) hours per two weeks; there shall be no guarantee of hours of work

beyond the part time line but shifts up to commitment will be pre-scheduled in accordance with (b) below.

- ii) available twelve (12) months a year less allowable vacation entitlement;
- iii) available to work two (2) out of three (3) shifts i.e. days/evenings, days/nights, or evenings/nights; unless the employee wishes to work permanent evenings or nights
- iv) available to work two (2) weekends in every four (4) week period;
- v) available to work Christmas (December 24, 25 and 26) or New Years (December 31 and January 1) on an alternating basis each year.
- vi) available to work three (3) other paid holidays in addition to (v) above. This does not preclude the employee from providing availability for additional paid holidays if they wish to do so.

The Employer may accept commitments with variances from the conditions set out above with the agreement of the Union. The Union will not unreasonably refuse to grant its agreement.

Incumbents of lines of less than 0.6 shall provide their additional availability in accordance with these conditions at least two weeks prior to the posting of each new schedule.

- (b) All regular part-time employees will be scheduled up to their committed hours by seniority. After the schedule is posted, the nurse will have no obligations to availability except as scheduled or as voluntarily retained, modified or otherwise submitted. A regular part-time nurse who is scheduled less than their commitment will be offered additional shifts by seniority up to their commitment.
- (c) When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Employer will offer additional tours to regular part-time on the basis of seniority.
- (d) For the purposes of determining the entitlement of part-time employees to be offered extra shifts following the posting of the schedule under clause (b) & (c) above, a shift offered within forty-eight (48) hours of its start time, in accordance with the employee's declaration of availability and not immediately accepted, shall reduce the remaining number of shifts that the part-time employee is entitled to be offered during that period of that posted schedule. Where the offer is made with more than forty-eight (48) hours' notice, the employee will have a reasonable period of time to advise the Employer, if the offer is to be accepted.
- (e) Following application of 17.08 (b) & (c) casual employees will be offered work in accordance with Article 2.06 (c) in descending order of seniority.

### Individual Special Circumstance Arrangements

- 17.09 Notwithstanding Article 2.06, the Employer and the Union may agree in certain circumstances, to adjust the schedule of an individual full time nurse who normally works seventy-five (75) hours bi-weekly, to enable an average bi-weekly work assignment of sixty (60) to seventy five (75) hours.
- a) Such an arrangement shall be established by mutual agreement of the Employer and the Union and the employee affected. The parties agree that the arrangement applies to an individual not to a position. The parties will agree in the scheduling provisions that will apply to the employee including that no additional shifts will be scheduled for employees working Individual Special Circumstances Arrangements.
  - b) The parties shall determine the introduction of a special circumstance arrangement. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The employee will retain full time status, including but not limited to seniority and service.
  - c) Any party may discontinue the special circumstance arrangement with notice as determined within the agreement. In the event that the employee affected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
  - d) It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

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

Upon completion of probation full time employees are eligible to participate in the benefit program as follows:

- 18.01 Extended Health Care (80/20)  
 Dental (75/25)  
 Drug & Out of Country Travel Plan:  
 Drugs: \$2,500/insured person annual cap  
 Travel Plan: \$1,000,000 lifetime max.  
 Vision (\$350/24 months); + one eye exam per 24 months to a maximum of \$80.00.  
 Compression Stockings (\$400/insured person/12 months)  
 Hearing Aids (lifetime maximum \$300/insured person)  
 Paramedical Services (including certified practitioners of Orthotics (medical referral required), Physiotherapist, Chiropractor, Registered Massage Therapist (medical referral required), Naturopath, Acupuncturist, Osteopath, Psychologist, Speech Therapist and Podiatrist/Chiropodist – each service type \$700 cap/insured person)  
 Dental Care: \$2,000/insured person annual cap.  
 Co-payment, insurance pays 80% of the current Ontario Dental Association fee schedule. Employee pays balance of dentist's charges. (Exams, x-rays, cleaning, fillings, extractions, space maintainers, Peridontia, Endodontia, denture relines, rebases and repairs)

18.02 Group Life Insurance: \$25,000 of personal Life Insurance for the employee.

18.03 Long Term Disability Plan

The Employer will provide a Long Term Disability Plan which provides for income continuance benefits for full time qualifying employees following time equivalent to the Employment Insurance waiting plus benefit periods (119 days). The income continuance benefits shall be an amount equal to 65% of the nurse's monthly earnings, to a monthly maximum of \$10,000.

A qualifying employee is an employee who is unable to perform the duties of her/his own occupation for a period of 24 months; and thereafter, a qualifying employee is an employee who is unable to perform the duties of any occupation.

Payment of the benefit will continue as long as the employee qualifies and is totally disabled as defined herein but will cease when the employee retires or at age 65.

The employee must be under the continuing care and following the treatment of a qualified physician.

The Employer will pay 75% of the premium cost and the nurse will pay 25% of the premium cost.

18.04 For newly hired employees, coverage as set out in Article 18.01- 18.03 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth full month following the month in which the newly-hired employee was first employed.

18.05 The Employer will provide the Union with a copy of the Master Plans (Extended Health, Dental and Life Insurance).

18.06 The Nursing Homes and Related Industries Pension Plan

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

"Plan" is defined as 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,
- c) vacation pay,

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

"Eligible employee" is defined as full-time and part-time Employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

## A.

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 contribution 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.

## B.

The employee and Employer contributions shall be remitted to the Plan within thirty days after the calendar month in which the pay period ends for which the contributions are attributable.

## C.

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 toward the costs of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the 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 exceed that which the Employer would have if the Plan were a defined contribution plan.

## D.

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-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the 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 by D above of the agreement are:

- i) To be Provided Once Only at Plan Commencement
  - a) Date of Hire
  - b) Date of Birth
  - c) Date of First Contribution
  - d) Seniority List include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  
- ii) To be Provided with Each Remittance
  - a) Name
  - b) Social Insurance Number
  - c) Monthly remittance
  - d) Pensionable earnings
  - e) Year to Date pension contributions
  - f) Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) To be Provided Once and if Status Changes
  - a) Full address as provided to the Employer
  - b) Termination date where applicable (MM/DD/YY)
  - c) Gender
  - d) Marital Status
  
- iv) To be Provided Annually but no later than December 31st
  - a) Current complete address listing
  - b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits
  - c) All approved leaves of absence including type of leave.

E.

If there is an allegation of non payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Louisa Davie. Louisa Davie will contact the Employer, who will respond within seven (7) days. If no resolve, Louisa Davie will convene a hearing to determine the matter within thirty (30) days.

F.

Employees may make additional voluntary contributions to their RRSP based on the whole number of percentages, (example 1%, 2%, etc.) up to the legal

maximum. It is understood that such voluntary contributions will not be matched by the Employer.

G.

Where legislation or the Plan prohibits an employee from contributing to a pension plan because of age, an amount equivalent to the deductions in Article 18.06 section A, will be paid to the employee on their regular pay.

18.07 Booklets & enrolment: Employees will, upon becoming eligible for participation in the Benefit & Retirement Plans, be provided with booklets outlining the plans and shall meet with a representative of the Employer to complete Benefit Plan enrolment and receive Retirement Plan information. Employees eligible for the Retirement Plan program will meet with a representative of the provider to enroll in the program. Time spent in enrolment, where not practicable during the employee's regular shift, shall not be paid time.

18.08 For purposes of health and welfare benefits under Article 18 dependent coverage is available to the employee, to cover her or his same sex partner and their dependents, in accordance with the terms and conditions of the plans.

For those employees transferring from part-time to full-time, there will be no waiting period for benefits, except as provided by the plan, providing that the part-time employee has over 450 hours worked. Where the employee has not worked more than 450 hours, she or he will be given credit for those hours worked from date of hire and will become eligible for benefits when PT plus FT service meets the eligibility requirements.

18.09 The Employer may substitute another carrier for any of the foregoing plans provided that the overall level of benefits conferred thereby are not decreased.

The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

18.10 Effect of absence on benefits (Full Time employees):

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

- i) The Employer shall pay its share of benefit premiums for the calendar month in which the leave begins and in the month immediately following provided that the employee makes provision for payment of their share of the premium.
- ii) Benefit coverage may be continued beyond the period provided for in (i.) above provided that the employee pays the total cost of premiums for each month in excess of that period.
- iii) Notwithstanding the above, the Employer shall continue to pay its share of the premium for benefit plans for employees who are on paid leave of absence or WSIB or the disability income plans set out under this collective agreement and will continue to pay its share of premiums for benefit plans in accordance with the *Employment Standards Act (Ontario)*

for employees who are on pregnancy/ parental leave. It is understood the obligation of the Employer to pay its share of the benefit premiums while an employee is on WSIB shall continue only so long as the employment relationship continues, or twenty-four (24) months, whichever occurs first.

- iv) It is understood that an employee will provide the Employer with payment in the amount required on or before the first of the month in which payment is due to ensure continuing coverage. Failure to make such payment in a timely manner without reasonable excuse shall result in cancellation of benefits for the leave.

18.11 Employees who are on layoff may continue to participate in benefit plans, at their request, for a period of three (3) months, provided they make arrangements for payment.

18.12 Pay in Lieu of Benefits

Effective the date of ratification part-time employees will receive 13% on earnings in lieu of Benefits which amount will be reduced to 9% where the employees participate in the Retirement Plan.

**ARTICLE 19 – MISCELLANEOUS**

19.01 A copy of this Agreement in mutually agreed form will be issued to each employee now employed and as employed. The costs of printing such Agreements shall be shared equally between the Union and the Employer.

19.02 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

19.03 Within two (2) weeks following an employee's termination of employment, the Employer will provide her with a letter outlining her service with the Employer. In the case of part-time employees, such experience shall be expressed as hours worked.

19.04 Syntax

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa. The provisions of this Agreement shall be read with all generic, grammatical, singular and plural changes as required by the circumstances.

19.05 Notification of change

It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee. An employee shall notify the Employer of any change to her telephone number.

## 19.06 Bulletin Board

The Employer shall provide a bulletin board for the Union to post notices. Such board shall be in a location accessible to those staff represented by the Union. Posting of any notice on this bulletin board is subject to the approval of the Administrator.

## 19.07 Uniforms

The Employer will provide a uniform allowance of \$100.00 to full time and part time employees to be deposited annually on the first pay in April.

19.08 The Employer may require criminal reference checks in accordance with provincial legislation and will reimburse existing employees for any cost. It is understood that the provision does not apply to pre-employment criminal reference checks and that any employee subsequently hired would not be eligible for reimbursement for any cost related to the pre-employment check.

19.09 The Employer shall, upon entry into Service Agreement with the Ministry of Health in respect of any resident cared for by the membership of this bargaining unit, provide to the Union copies of any document and materials which it is required to post in the Residence pursuant to legislation.

19.10 The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following be required to be vaccinated for or take anti-viral medication for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the cost for the vaccine and will endeavour to offer vaccinations during a employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine and the anti-viral medication required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Residence until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine and the anti-viral medication because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (f) Unless the Employer has reason to doubt that an employee is sick as a result of a vaccination which reason shall be provided to the Union and the employee applies to WSIB, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

19.11 The Parties agree that prior to any changes in parking rates, the proposed changes will be discussed with the Union Management committee.

## **ARTICLE 20 – ACCOMMODATIONS**

20.01 Where an employee has an underlying medical or physical condition which gives the employee cause for concern regarding his/her workplace safety in their current position he/she shall first address the concern to the supervisor and the Union representative who will investigate/ consult as necessary to determine the appropriate action.

20.02 The employee will provide the necessary information-to consider the concern(s). The employee may choose to consult with a health & safety certified union representative during the process. Where the employer requires a medical certificate the employee will, upon submission of an acceptable receipt, be reimbursed her out of pocket cost (if any) of such certificate.

20.03 In the event any permanent accommodation results in the employee moving to a lower classification the rate of pay shall be adjusted to the rate in that classification which the employee would be entitled to had they posted into such position.

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

20.04 The parties recognize that a period of preparation is required when returning an employee from an extended illness or disability including but not limited to clearance to return to work, rescheduling of the employee(s) covering the returning employee's shifts, and involvement of the Union in the return to work process.

## **ARTICLE 21 – COMPENSATION**

21.01 Attached hereto and forming part of this Agreement is Schedule "A", the salary scale for all Registered and Graduate Employees.

21.02 An employee shall be paid a shift premium of one dollar and eighty-five (\$1.85) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and eighty-five (\$1.85) for each hour worked which falls

within the hours defined as a night shift. Shift premium will not form part of the employee's straight time hourly rate.

21.03 Weekend Premium

An employee shall be paid a weekend premium of one dollar and eighty-five (\$1.85) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Weekend premium will not form part of the employee's straight time hourly rate.

21.04 Responsibility Allowance

When there is only one Registered Nurse on duty, the Registered Nurse will be paid a premium of one dollar and thirty-five (\$1.35) per hour for all hours worked.

21.05 Annual increments shall be paid on each full-time employee's anniversary date of employment. Increments shall be paid to each part-time employee after each fifteen hundred (1500) paid hours.

Effect of Absence on Anniversary Date (Full Time Employees):

Where any leave of absence without pay exceeds thirty (30) continuous days the employee's anniversary date for salary increases shall be adjusted by the period in excess of the thirty (30) days and the new anniversary date shall prevail thereafter unless and until another status change results in revision of such date.

21.06 Experience Recognition: A registered employee with recent and related experience may claim consideration for such experience at the time of hire. Verification of previous related experience is required. Such experience will be evaluated by the Director of Care, or her designate, during the probationary period. Where such experience is determined to be relevant, the employee shall, upon completion of the employee's probationary period, advance 1 year on the grid for every full year of relevant experience. If a period of more than two (2) years has elapsed since the employee has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. Employees placed higher on the grid than provided for in this Article shall not be moved backward on the grid.

21.07 Graduate Employees

Graduate employees shall be paid at \$1.00/hr less than the start rate of the registered employee.

An employee in the employ of the Residence who holds a Temporary or Provisional Certificate of Registration as a registered employee and who obtains her or his General Certificate of Registration shall be given the salary of the Registered Employee as provided in this Article effective the date the employee presents proof of obtaining her or his General Certificate of Registration to the Director of Care, or her designate, or to the date of last hire whichever is later.

21.08 Realignment of Duties and Establishment of New Positions

(a) When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and job description will be forwarded to the Union and the salary shall be negotiated. If the parties

are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the employee.

21.09 Retroactivity

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

Retroactivity, unless specifically noted otherwise, shall be paid out within three pay periods (approximately six weeks) of the date of ratification by the Association or the award of the Board. Retroactivity will be on the basis of hours paid.

The Employer shall be responsible to contact, in writing, at their last known addresses, any nurses who have left the employment of the Residence since April 1, 2011 to advise them of their entitlement to any retroactive adjustment. Letters will be mailed within fifteen (15) days following ratification by the Association or the award of the Board. Such nurses will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter. The retroactive payment shall be on a separate cheque.

The retroactive payment shall, for current employees, be by direct deposit, identified separately on the pay advice slip. For nurses who have left employment at the Residence payment shall be made by cheque.

## **ARTICLE 22 – PROFESSIONAL RESPONSIBILITY**

22.01 On-site availability

The parties recognize that all staff on 'off-shifts' (afternoons and nights) have a responsibility to remain at the Residence in order that they are available to respond to urgent matters throughout the shift.

22.02 The parties agree that resident care is enhanced if concerns relating to professional practice, fluctuating workloads and staffing are resolved in a timely and effective manner, as set out below;

In the event that the Home assigns a number of residents or a workload to an individual 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) At the time the workload issue occurs, discuss the issue within the Home to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Home who has responsibility for timely resolution of workload issues.

- ii) Failing resolution at the time of occurrence of the workload issue, 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. The Employer will provide a written response to the Union, with a copy to the ONA representation within ten (10) calendar days.
  - iii) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Director of Resident Care and/or the Administrator.
  - iv) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the Professional Practice issues.
  - v) Any settlement arrived at under 22.02 (a) i) – iii) shall be signed by the parties.
  - vi) 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.
  - vii) The Independent 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 Independent 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 Independent 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 Independent Assessment Committee in the performance of its responsibilities as set out herein.
  - (c)
    - i) Time limits fixed in this process may be extended only by written, mutual consent of the parties.

- ii) In all steps of this process, either party may be accompanied by or represented by their Union or Employer representative.

22.03 Proof of Certification/Renewal:

- i) Employees will submit to the Director of Care, or designate, proof of their certification for the current calendar year not later than February 15th. If proof is not submitted by that date, they will not be eligible to work until proof is submitted and will not be paid.
- ii) Newly hired registered employees will provide proof of certification prior to first day worked; failure to provide such proof will delay start date and may, if reason satisfactory to the Employer is not provided, result in withdrawal of the hiring offer.
- iii) Graduate employees shall provide proof of temporary registration in accordance with ii. above and are subject to Article 2.03 regarding expiry of such temporary registration.

## **ARTICLE 23 – ORIENTATION AND INSERVICE**

### In-Service and Education

Both the Employer and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavor to provide programs related to the requirements of the Employer. Available programs will be publicized, and the Employer will endeavor to provide employees with opportunities to attend such programs during their regularly scheduled working hours (without loss of regular pay).

When an employee is required by the Employer to attend courses or meetings outside of her or his regularly scheduled working hours she or he shall be paid for all time spent in attendance on such courses or meetings at the appropriate hourly rate of pay. Time in lieu may be taken if requested by the employee and agreed to by the Employer.

### Orientation

The Employer will provide a structured orientation program for all newly hired employees. The Director of Care will, at the request of an employee representative, meet with them to discuss the content of the program.

### Supervision of Students

Employees may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Relevant information provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the employees recruited to supervise the students.

**ARTICLE 24 - DURATION**

- 24.01 The Collective Agreement shall be effective from April 1, 2016 and continue in effect until March 31, 2018 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of renewal or desire to amend the Agreement in accordance with Article 24.02.
- 24.02 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.
- 24.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so.

Dated at Hamilton Ontario this 13<sup>th</sup> day of October, 2017.

FOR THE EMPLOYER

FOR THE UNION

Renee Guder

Tom Szuty  
Labour Relations Officer

Tara Keenan

Cynthia Chovance  
Bargaining Unit President

**SCHEDULE "A"****APPENDIX "A"****SALARY SCHEDULE**A.01 REGISTERED NURSE - Full-Time

| Classification – Registered Nurse |               |               |
|-----------------------------------|---------------|---------------|
| Step                              | April 1, 2016 | April 1, 2017 |
| Start                             | \$31.45       | \$32.21       |
| 1 Year                            | \$31.91       | \$32.36       |
| 2 Years                           | \$32.45       | \$32.90       |
| 3 Years                           | \$34.04       | \$34.52       |
| 4 Years                           | \$35.65       | \$36.15       |
| 5 Years                           | \$37.66       | \$38.19       |
| 6 Years                           | \$39.68       | \$40.24       |
| 7 Years                           | \$41.72       | \$42.30       |
| 8 Years                           | \$44.68       | \$45.31       |
| 25 Years                          | \$45.47       | \$46.11       |

**APPENDIX "B"**

The parties are agreed that the list of Chairpersons for the Independent Assessment Committee as provided in Article 18 of this Agreement shall be:

1. Ms Carol Lynn Anderson  
16151 Old Simcoe Rd.,  
PORT PERRY ON L9L 1P2  
Tel: (905) 982-1366  
E-mail: [carola@bell.net](mailto:carola@bell.net)
  
2. Judith A. Peterson  
5 Pod's Lane  
Oro-Medonte, ON L0L 2L0  
Telephone: (705) 835-6569

The selection of the Chairperson shall be in rotation and by numerical order commencing with number 1 above.

**LETTER OF INTENT**

Between:

St. Peter’s Residence at Chedoke  
(Hereinafter referred to as “the Employer”)

And:

ONTARIO NURSES’ ASSOCIATION  
(Hereinafter referred to as “the Union”)

RE:

Violence Prevention And Control (Including Employee Abuse)  
Needle Sticks/Sharps Safety  
Musculoskeletal Injury Prevention And Control  
Occupational Health And Safety – Personal Protective Equipment  
Modified Work/Return To Work Programs

The Employer, will maintain Policies and Procedures to address the above concerns and will, through consultation with, and periodic review by, The Joint Occupational Health and Safety Committee, ensure that employee and Union input is considered.

Dated at Hamilton Ontario this 13<sup>th</sup> day of October, 2017.

FOR THE EMPLOYER

FOR THE UNION

Renee Guder

Tom Szuty

Labour Relations Officer

Tara Keenan

Cynthia Chovance

Bargaining Unit President

**LETTER OF UNDERSTANDING**

Between:

St. Peter's Residence at Chedoke  
(Hereinafter referred to as "the Employer")

And:

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

RE: Holiday Lieu Day Scheduling

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The Residence and the ONA Bargaining Unit President shall review any Full-Time schedule to determine the feasibility of scheduling up to nine (9) lieu days on a Friday and/or Monday of an employee's weekend off. It is further agreed that, as RN lines become vacant, incumbent RN schedules will be reviewed in order of seniority with a view to facilitating such rescheduling.

Dated at Hamilton Ontario this 13<sup>th</sup> day of October, 2017.

FOR THE EMPLOYER

FOR THE UNION

Renee Guder

Tom Szuty  
Labour Relations Officer

Tara Keenan

Cynthia Chovance  
Bargaining Unit President

**LETTER OF UNDERSTANDING**

Between:

St. Peter's Residence at Chedoke  
(Hereinafter referred to as "the Employer")

And:

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

RE: Staffing

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- (a) The Employer will assign at least the same number of total bargaining unit RN hours that are equal to those hours that were scheduled at June 22, 2016. For clarity this includes existing vacancies.

For further clarity, these hours total 315 hours weekly.

- (b) If the failure to staff is a legitimate recruitment issues or the reduction of funding from the LHIN or the Ministry of Health, there shall be no violation of this Agreement. Further, if there is a reduction in beds, occupancy or CMI below the levels in effect as of June 22, 2016, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is proportionate.
- (c) If there is any other reason for the failure to staff in accordance with this Article, the Union and the Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.

Dated at Hamilton Ontario this 13<sup>th</sup> day of October, 2017.

FOR THE EMPLOYER

FOR THE UNION

Renee Guder

Tom Szuty  
Labour Relations Officer

Tara Keenan

Cynthia Chovance  
Bargaining Unit President

**LETTER OF UNDERSTANDING**

Between:

St. Peter's Residence at Chedoke  
(Hereinafter referred to as "the Employer")

And:

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

RE: Joint Committee

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Subject to the interest of the bargaining unit employees, the parties shall establish a joint committee to investigate the conversion of the current sick leave plan to a Short Term Disability Plan. The committee shall be made up of three representatives from the Union and three representatives from the Employer.

Dated at Hamilton Ontario this 13<sup>th</sup> day of October, 2017.

FOR THE EMPLOYER

FOR THE UNION

Renee Guder

Tom Szuty

Labour Relations Officer

Tara Keenan

Cynthia Chovance

Bargaining Unit President

**LETTER OF UNDERSTANDING**

Between:

St. Peter's Residence at Chedoke  
(Hereinafter referred to as "the Employer")

And:

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

RE: Casual Employees

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Casual part-time Employees as described in Article 2.06 (c) shall be encouraged to submit their availability to work at least four (4) weeks in advance of the posting of the schedule on the following basis:

- 2 different shifts (Days, Evenings, Nights)
- 2 different days per week including every second weekend

The Employer agrees to schedule and/or offer shifts in accordance with the Collective agreement.

It is understood and agreed by the parties that Casual employees as described in Article 2.06 (c) shall not be required to submit their availability to work and shall not be subject to any penalty, consequence, reprimand, suspension, sanction/counsel should they not submit availability or refuse an offer of work.

Dated at Hamilton Ontario this 13<sup>th</sup> day of October, 2017.

FOR THE EMPLOYER

FOR THE UNION

Renee Guder

Tom Szuty  
Labour Relations Officer

Tara Keenan

Cynthia Chovance  
Bargaining Unit President