

COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF TIMMINS  
(Golden Manor Home For The Aged)  
(Hereinafter referred to as the "Employer")

OF THE FIRST PART

And:

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

OF THE SECOND PART

April 1, 2016

to

March 31, 2018

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Employees covered by this Agreement. It provides for an ongoing means of communication between the Employee representative and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment will be established by mutual agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees for whom the Union has been certified as bargaining agent.
- 2.02 (a) In order to protect the standard of nursing care the Home agrees that no one outside of the above mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction or experimentation or in the event of an emergency situation.
- (b) The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit, provide to the Union copies of any documents or materials which it posts in the Home pursuant to the *Municipal Homes for the Aged and Rest Homes Act* or any successor legislation.
- 2.03 (a) A Registered Nurse is defined as a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with *The Regulated Health Professions Act* and the *Nursing Act*.
- 2.04 A nurse who holds a Temporary Class Certificate of Registration must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.05 A full-time employee shall mean an employee covered by this agreement who is committed to and regularly and recurrently works the full work period of seventy-five (75) bi-weekly hours, exclusive of overtime.

A regular part-time employee is one who is committed to and regularly works less than the full prescribed bi-weekly hours of work.

A casual part-time employee means an employee who is called in to work on an on call basis, but does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her/him. Casual part-time employee's availability will be reviewed every six months.

- 2.06 (a) The Employer will assign at least three hundred and ninety two (392) total bargaining unit RN hours weekly to perform the operational duties of the unit RN (i.e. excludes the nurse practitioner and health informatics nurse positions). This will apply for the duration of this collective agreement unless the Employer cannot reasonably maintain this commitment due to a decrease in Provincial funding or closure of a unit.

In the event of a layoff due to a decrease in Provincial funding or closure of a unit, the employer shall not reduce the ratio of bargaining unit RNs (excludes the nurse practitioner and health informatics nurse positions) to the sum of RPNs and PSWs on any unit or in the Home as a whole below the level in effect on that unit or in the Home on March 31, 2001.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union and the employees recognize that it is the exclusive right of the Employer to manage this business, which functions without limiting the generality of the foregoing, include:

- (a) The right to determine employment, appointment, complement, organization, work methods and procedures, kinds and locations of equipment, assignment, classification, evaluation, transfer, appraisal, training and development;
- (b) The right to determine discipline, termination, promotion, demotion, lay-off, and re-appointment subject to the fact that the exercise of these rights in a manner inconsistent with this Agreement, may be made subject of a grievance under the grievance procedure as provided in this Agreement;
- (c) All functions and prerogatives not specifically limited by this Agreement.

- 3.02 Where there is an allegation that an employee has been suspended, discharged or disciplined without just cause, it may be the subject of a grievance and dealt with as hereinafter provided.

- 3.03 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

### **ARTICLE 4 - RELATIONSHIP**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, 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 by reason of exercising her or his rights under the Collective Agreement.

4.02 Every person who is an employee has a right to freedom from harassment/discrimination in the workplace by the employer or agent of the employer or by another employee because of a protected ground as set out under the *Ontario Human Rights Code*, as amended, or any other factor that is not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

An employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act*, as amended.

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

4.04 The Employer and the Union recognize their joint duty to accommodate disabled employees to the point of undue hardship in accordance with the provisions of the *Ontario Human Rights Code*.

4.05 Whistle Blower Protection

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

4.06 Violence in the Workplace

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 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 take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation.

4.07 Modified Work/Return to Work

- (a) The Home will notify the Ontario Nurses' Association representative on the joint Health and Safety Committee of the names of all employees who go off work due to a work related injury.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her or his position due to disability, the Home will notify the local representative.

- (c) The Home agrees to place on the employee's personnel file a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 The Employer agrees that there will be no lockout and the Union agrees that there will be no strike during the term of operation of this Agreement.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement, a sum equal to the monthly Union dues for each employee.
- 6.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her or his date of hire.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Local Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified in the Dues Notification Letter. In the case of any changes to the local dues levies, notification will be made by the local treasurer and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 6.04 The total amount deducted pursuant to Article 6.03 above shall be remitted monthly to the Vice-President, Local 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 and the amounts deducted in accordance with this Article.
- The list shall also include the names and social insurance numbers of the employees from whose pay deductions have been made. They will also include on this list the names of the employees who have terminated, are on unpaid leave of absence, or off on long-term illness and those receiving Workplace Safety and Insurance benefits.
- 6.05 In consideration of the deducting and forwarding of Union Dues in accordance with this Article, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from such deduction.
- 6.06 The Employer shall provide to each employee for income tax purposes a T4 supplementary form, or its equivalent, showing the total dues deducted from that employee that qualify for deduction for income tax purposes during the previous year.
- 6.07 (a) All new employees will be introduced to their Union Steward during the orientation period and be allowed thirty (30) minutes within regular working hours to interview such Employees, for the purpose of advising

such employees of their rights and obligations under the terms of this Collective Agreement, and to discuss the duties and benefits of Union membership. Employees will be allowed to join the Union at this time.

- (b) A copy of the Collective Agreement, supplied by the Employer, will be given to the newly hired employee by the Union Representative.

## **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

### 7.01 Negotiating Committee

The Employer shall recognize a Negotiation Committee which shall be composed of two (2) Union members whose duties shall be to negotiate renewal Collective Agreements.

### 7.02 Grievance Committee

The Employer shall recognize a Grievance Committee which shall be composed of two (2) Union members who shall be responsible for the handling of all grievances.

### 7.03 Labour-Management Committee

- (a) There shall be a Labour-Management Committee comprised of two (2) representatives of the Home, one of whom shall be the Administrator or designate and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President or designate. The membership of the Committee may be expanded by mutual consent.
- (b) The Committee will meet every other month or at the request of either party to discuss any changes in rules, policies, working conditions, etc., or matters of mutual concern in the provision of the best possible nursing care.
- (c) The duties of the Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.
- (d) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay. Such payment shall be limited to two (2) Committee representatives per meeting.

7.04 For the purpose of this Agreement, all references to representatives and committee members shall be deemed to mean representatives and committee members of the bargaining unit.

- 7.05 The Union will provide the Employer with a list showing its representatives and committee members. This list will be revised when changes occur.
- 7.06 (a) The Employer agrees to pay for time spent during regular working hours for representatives of the Association attending meetings requested by the Employer, joint meetings concerning grievances and Labour Management meetings.
- (b) The Employer agrees to pay members of the Negotiating Committee for time spent during regular working hours in negotiations with the Employer for a renewal agreement up to, but not including, arbitration. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- 7.07 The Bargaining Unit President will be paid at her regular straight time hourly rate for time spent in meetings arranged or requested by the Home which occur outside his/her scheduled hours of work to a maximum of six (6) hours per month. Such hours will be invisible for the purposes of determining premium payments (i.e. these hours will not attract premium payment and will not be counted for purposes of determining eligibility for premium payment on other hours worked).
- 7.08 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Home for the purposes of investigating grievances, attending joint meetings or otherwise assisting in the administration of this Agreement.
- 7.09 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 Home, in order to prevent accidents, injury and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- (b) Recognizing its responsibilities under the applicable legislation, the Home 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 employees. At least one of the employees representing workers under the *Occupational Health and Safety Act*, who are trained to be certified workers as defined under the *Act*, shall be from the Association.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety and Health programmes and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (d) The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.



- (e) Meetings shall be held every quarter or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to,

- i) one hour to prepare for each committee meeting;  
such time as is necessary to attend meetings of the Committee; and to perform inspections and investigations.

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employees.
- (i)
  - i) Sections (i) and (ii) do not apply to an employee
    - A) when circumstances described below are inherent in the employee's work or are a normal condition of the employee's employment; or
    - B) when the employee's refusal to work would directly endanger the life, health or safety of another person.
  - ii) An employee may refuse to work or do particular work where she or he has reason to believe that,
    - A) any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself, herself or another employee;
    - B) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself, herself;
    - C) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such

contravention is likely to endanger himself, herself or another employee.

- (j) The members of the Joint Health and Safety Committee shall determine amongst the committee members the chairing of the meetings and the taking of minutes.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

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

### **Step #1**

The Union may present a grievance in writing to the Director of Care or designee within fifteen (15) days of the date of its occurrence. The grievance shall be on a form referred to in Article 8 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Director of Care or designee shall render a decision in writing within five (5) days following the day on which the grievance was submitted. If this decision is unsatisfactory to the Union, Step #2 may be followed within five (5) days.

### **Step #2**

The grievance, in writing, shall be referred to the Administrator, or designee, and within five (5) days following submission, the Administrator, or designee shall reply in writing to the Union. If the decision is unsatisfactory to the Union, it may be referred to Step #3 within five (5) days.

### **Step #3**

Failing settlement in Step #2, the Union may meet with and present the grievance to the Chief Administrative Officer, or designee within five (5) working days of the receipt of the reply from the Administrator of the Home. The decision of the Chief Administrative Officer or designate will be rendered in writing within five (5) days following such meeting with copies to the Labour Relations Officer and the Bargaining Unit President. Failing settlement, the Union may, within fourteen (14) days of receipt of the reply refer the matter to arbitration.

- (b) In compliance with the grievance procedure outlined in Steps #1 through #3, the grievance shall be deposited with the Home Administrator's office to be forwarded to the Chief Administrative Officer.

- 8.02 In all steps of the Grievance Procedure including disciplinary interviews, an aggrieved employee, if she or he so desires, may be accompanied by or represented by the Union Steward. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

- 8.03 If the Union or the Home so wishes, they may present any grievance in writing in the form of a policy grievance at Step #3 of the Grievance Procedure.
- 8.04 Notwithstanding any other provision in this Article, should the Employer discharge or discipline an employee(s), notification by the Employer to such employee(s) shall be made in the presence of the Union Steward or her or his designate. Should the employee(s) wish to file a grievance against the discharge or discipline, it shall be reduced to writing and filed within ten (10) days under Step #3 of the Grievance Procedure.
- 8.05 General Grievance
- Any differences arising directly between the Union and the Employer concerning the interpretation or alleged violation of the terms or provisions of this Agreement, may be submitted by either party to the other at Step #3.
- 8.06 Time Limits
- Saturdays, Sundays, and Paid Holidays shall not be included in the time limits specified for any step of the Grievance Procedure.
- 8.07 Time limits for processing of any step of the grievance or arbitration procedure may be extended by mutual agreement.
- 8.08 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may after exhausting the Grievance Procedure established by this Agreement notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected, shall within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairman shall govern.
- 8.09 Each party shall pay the cost and expenses of its appointee, and the cost and expenses of the Chairman shall be borne equally by the parties. Arbitration hearings shall be held in the Home or in such other place as may be agreed upon by the Union and the Employer.
- 8.10 No matter shall be submitted to arbitration which has not been properly processed through the steps of the Grievance Procedure as set forth in Article #8 of this Agreement. Failure by the grievor to follow the steps and time limits as set out in Article #8, Grievance Procedure, shall mean abandonment of the grievance. Failure on the part of the Employer to reply within the time limits at

any step in the Grievance Procedure shall be interpreted as a negative response and shall result in the advancement of the grievance to the next step.

8.11 No Arbitration Board shall have any power to add to, subtract from, alter, modify, or amend in any way any part of this Agreement or to consider any matter not specifically contained in this Agreement, or otherwise make any decision inconsistent with this Agreement.

8.12 Single Arbitrator

A Single Arbitrator may be selected by mutual agreement in writing by the parties in substitution for a Board of Arbitration. The jurisdiction of the Arbitrator will conform with this Article. The appointment of a single Arbitrator shall be made by mutual agreement of the parties. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## **ARTICLE 9 – PROFESSIONAL RESPONSIBILITY**

9.01 Professional Responsibility

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

- (a)
  - i) Complain in writing to the Nursing Committee within thirty (30) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the Nursing Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - ii) Failing resolution of the complaint within five (5) calendar days of the meetings of the Nursing 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 and who shall act as Chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within thirty (30) calendar days following completion of its hearing.
- (b)
  - i) The list of Chairpersons - Assessment Committee is attached and forms part of this Agreement – Schedule "B". The parties agree that should a chairperson be required, the Corporation of the City

of Timmins and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

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

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.
- (c) Should the employee file a workload complaint, the complaint will need to be completed on the "ONA/Long-Term Care Professional Responsibility Workload (PRW) Report Form" available on the ONA website.

## **ARTICLE 10 – PROFESSIONAL DEVELOPMENT**

### 10.01 Orientation and In-Service Programs

The Employer recognizes the need for a Manor Orientation Programme of such duration as it may deem appropriate taking into consideration the needs of the Manor and the employees involved:

- (a) Before assigning a newly hired employee in charge of a nursing unit, the Manor will first provide orientation both to the Manor and to such nursing unit. It is understood that such employee may be assigned to any shift ~~tour~~ as part of her or his orientation programme providing such assignment is in accordance with any scheduling regulations which form part of this Collective Agreement.
- (b) Employees recalled from layoff or returning from extended leaves of absence may be provided with orientation as determined necessary by the Manor. A request by such an employee will not be unreasonably withheld.
- (c) Both the Home and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education, e-learning program. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- (d) When an employee is on duty and authorized to attend any in-service program or e-learning within the Home and during her or his regularly scheduled working hours, she or he shall suffer no loss in regular pay. When an employee is required by the Home to attend courses or complete an e-learning program outside of her or his regularly scheduled

working hours she or he shall be paid for all time spent in attendance on such courses at her or his regular straight time hourly rate of pay.

- (e) The Delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to employees shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Home policy related thereto.

#### 10.02 Professional Development

In its aim to provide highest quality service, the Employer recognizes the need for programs to assist in employee's professional growth.

All employees shall be given the opportunity to attend short term professional meetings or workshops. Attendance at such meetings or workshops will be at the discretion of the Director of Care. Employees will be notified of programs that the Employer intends to make available and the Employer will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.

Approval for the foregoing educational requests shall not impact on the organization's operational requirements and will not unreasonably be denied.

#### 10.03 Student Preceptorship

- (a) Employees may be required, as part of their regular duties, to oversee activities of students in accordance with the current College of Nurses of Ontario *Professional Standards*. Employees will be informed in writing of their responsibilities in relation to these students and will be provided with what the Employer determines to be appropriate training. Any information that is provided to the Employer by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to oversee the students. Upon request, the Employer will review the employee's workload with the employee and the student to facilitate successful completion of the assignment.

- (b) Mentorship

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

#### 10.04 Access to Personnel Files

- (a) A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not

constitute disciplinary action by the Employer against the nurse.

- (b) Each employee shall have reasonable access to her or his file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her or his supervisor.
- (c) A copy of the performance appraisal will be provided to the Employee prior to it being placed in her or his file.
- (d) Notwithstanding Article 10.05, upon review of the file, should the employee believe that any counselling letter is no longer applicable, she or he may request that such documentation be removed. Such request shall not be unreasonably denied.

10.05 At the request of the employee, any letter of reprimand will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

#### **ARTICLE 11 - SENIORITY**

- 11.01
- (a) Seniority of a full-time employee is defined as length of service in the Home from date of employment.
  - (b) For part-time employees, seniority is defined as the number of hours worked by such employee since date of employment.
  - (c) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
    - i) when on approved leave of absence with pay
    - ii) When on an approved leave of absence without pay not to exceed thirty (30) continuous days.
    - iii) When on pregnancy or parental leave
    - iv) when absent due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance
    - v) when absent due to illness or injury in excess of thirty (30) consecutive calendar days
    - vi) For part-time nurses, the rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

- (d) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- i) on layoff of two (2) years or less in circumstances where the employee retains her or his competency under the College of Nurses,
  - ii) on unpaid approved leave of absence, exceeding thirty (30) calendar days.

- 11.02 (a) One seniority list shall be established for all full-time and part-time registered nurses covered by this agreement.
- (b) A seniority list shall be established for all casual registered nurses covered by this agreement.
- (c) Copies of the current seniority lists will be provided to the Union twice a year, January and July, and before any layoff. The Employer will also post the lists in a conspicuous place at the time they are forwarded to the Union.

- 11.03 A nurse whose status is changed from full-time to part-time or casual shall receive credit for her/his full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time or casual to full-time shall receive credit for her/his full seniority and service on the basis of one year of seniority or service for each fifteen hundred (1500) hours worked.

For the purpose of job posting competitions only, full-time and part-time seniority, once converted to a date, shall not precede the nurse's date of hire.

11.04 Probation

Newly employed employees will be considered probationary for four hundred and fifty (450) hours. Seniority shall then be credited as of the date of first entry into the service of the Home and shall be cumulative.

11.05 Transfer, Promotion and Demotion

In all cases of transfer, promotion, or demotion in the bargaining unit, the following factors shall be considered:

- (a) Qualification
- (b) Ability, experience and performance
- (c) Seniority

Where the results of factors (a) and (b) are relatively equal, factor (c) shall govern. However, if senior applicants are refused a position they will be given the reason for such refusal in writing.



## 11.06

Lay-Off and Recall

- (a) The Employer will consult with the local Union concerning any anticipated lay-offs not covered by clause (b).
- (b) The Employer shall provide the local Union with no less than 3 months' notice of a long-term layoff and shall meet with the local Union to review the following:
  - i) the reasons causing the layoff;
  - ii) the service which the Home will undertake after the layoff;
  - iii) the method of implementation including the areas of cut-back and the employees to be laid off; and

such notice to the Union is deemed notice to the employees (including that required by the *Employment Standards Act*).

- (c) All cases of lay-off and recall shall be governed as follows:

Employees will be laid off and recalled in accordance with their seniority provided they are qualified, willing and able to perform available work. Subject to the foregoing, probationary employees shall be first laid off. An employee shall be notified of layoff or pay in lieu thereof personally.

- (d) In all cases of layoff where a vacancy occurs in a position following a layoff hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her or his former position there shall be no obligation to consider the vacancy under Article 11.07. Where the employee refuses the opportunity to return to her or his former position the employee shall advise the Employer in writing.
- (e) No new employees shall be hired until all those employees who retain the right to be recalled have been given an opportunity to return to work.

## 11.07

All seniority, illness, vacation, and other credits obtained under this Collective Agreement shall be retained and transferred with the employee if she or he is reclassified from full-time employment to part-time employment and vice versa. For the purposes of seniority in transfer from part-time to full-time and vice versa, one thousand five hundred (1,500) hours equals one (1) year's service.

## 11.08

Job Posting

- (a) Prior to the appointment to a vacant or new position within the bargaining unit, the Employer shall post notice of the vacancy or new position on bulletin boards for a minimum of seven (7) calendar days in order that all staff will know that the position is open and be able to make written application to the Administrator.

- (b) The Employer may temporarily fill a vacancy during the posting period and up to the time an appointment is made; and no grievance may be filed concerning such temporary arrangements until a selection has been made within thirty (30) days of the end of the posting period unless the Employer has given the Union notice that it intends to postpone or not to fill the vacancy.
- (c) An employee, with seniority, who is absent due to an approved leave of absence or illness shall have the right to return to her/his former position as shall the employee(s) who fill temporary vacancies.
- (d) Except as provided by Article 11.05 (f) the job posting requirements apply, prior to the exercise of recall rights by laid off employees and notwithstanding the existence of layoff notices.

11.09

- (a) An employee who is transferred to a position outside of the bargaining unit and within Golden Manor, for a period of not more than three (3) months, shall not suffer any loss of seniority, service or benefits.

An employee who is transferred to a position outside of the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, she or he shall be credited with seniority held at the time of transfer and resume accumulation from the date of her or his return to the bargaining unit.

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.

- (b) 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 nurse 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.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01

### **Personal Leave**

A leave of absence without pay and without loss of seniority may be granted to any employee requesting such leave for reasons acceptable to the Employer. Such requests to be made in writing, and when approved, the Employer shall reply in writing. Such leave shall not be unreasonably withheld.

12.02

### **Leave for Union Business**

Any member of the Union elected or selected to perform Union duties may attend Union meetings and may be granted leave of absence for whatever time is necessary provided the exigencies of the operation permit. Such leave shall not be unreasonably withheld.

During such leave of absence, the employee's salary shall be maintained by the Home and the Local Union agrees to reimburse the Home in the amount of the full cost of such salary.

(b) Local Coordinator Leave

The Employer agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. Subject to reasonable notice and sufficient human resources, it is understood and agreed that a Local Co-ordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

(c) Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the office of the President of the Ontario Nurses' Association. There shall be no loss of service or seniority during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Home and the Union agrees to reimburse the Home in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Home of her or his intention to return to work at least two (2) weeks prior to the date of such return.

Notwithstanding the above, the Home and the Union may make alternate arrangements in respect to salary and benefit continuation.

(d) Leave, Board of Directors, O.N.A.

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 up to a total of fifty (50) days annually. There shall be no loss of seniority for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leaves of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in Article 12.02(a) of this Agreement.

During such leave of absence, the employee's salary shall be maintained by the Home and the Local Union agrees to reimburse the Home in the amount of the full cost of such salary.

12.03

Jury/Witness Duty

- (a) If an employee is required to serve as a juror in any Court of Law or required by subpoena to attend a Court of Law, she or he shall not lose her or his regular pay because of such attendance provided that she or he:

- i) Notifies the Employer immediately upon her or his notification that she or he will be required to attend court.
  - ii) Presents proof of service showing her or his attendance.
  - iii) Promptly repays the amount (other than expenses) paid to her or him for such service or attendance, to the City.
- (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 Home or otherwise involves the Home, the Employer will make every reasonable effort to schedule such meetings at the Home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her 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.

## 12.04

Bereavement Leave

- (a) An employee will be granted five (5) consecutive bereavement days', without loss of pay, seniority, and benefits, in conjunction with the day of death of a step/parent, spouse, common-law-spouse, step/child.
- (b) An employee will be granted four (4) consecutive bereavement days', without loss of pay, seniority, and benefits, in conjunction with the day of the death of a step/brother, step/sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, former guardian, fiancé, or any relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities.
- (c) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of her/his aunt or uncles, niece or nephew.
- (d) Where travel is required, additional leave without pay may be granted.
- (e) If such leave occurs on days when the employee is otherwise entitled to a day/days off, such day/days shall be included in the said periods within Article 12.04 and shall not be added thereto.
- (f) Where an employee does not qualify under the above noted conditions, the Employer may nonetheless grant a paid compassionate leave. The Employer may extend such leave with or without pay.

## 12.05

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee has the right to extend the pregnancy leave to twelve (12) months in total inclusive of parental leave. Written notice by the employee to extend the pregnancy leave will be given at least two (2) weeks prior to the termination of the initially approved leave.
- (d) The employee shall re-confirm her intention to return to work on the date originally approved by written notification at least two (2) weeks in advance of her return.
- (e) An employee who is on pregnancy leave as provided under this agreement, who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 12 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 her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period and receipt by the City of the employees' employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees' regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

- (f) Employees absent on pregnancy leave do not qualify for any paid holidays that occur after thirty (30) days during their leave.

## 12.06

### Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 12.05 is eligible to be granted a parental leave of up to thirty-five (35) weeks' duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months' duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it

impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) An employee who is on parental leave as provided under this agreement, who is in receipt of Employment Insurance parental benefits pursuant to Section 12 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 her/his regular weekly earnings and the sum of her/his weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, where applicable and receipt by the City of the employees' employment insurance cheque stub as proof that she/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 twelve (12) weeks. The employees' regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.
- (d) Employees absent on parental leave do not qualify for any paid holidays that occur after thirty (30) days during their leave.

12.07 Professional Leave

Professional leave without pay may be granted to employees who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses. Such leave will not be unreasonably withheld.

12.08 Educational Leave

Educational leaves without loss of seniority may be granted to any employee who wishes to enrol in a post graduate course, certificate or degree course, and research programs at the discretion of the Administrator.

**ARTICLE 13 - SICK LEAVE PLAN**

- 13.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident which is not compensable under the Workplace Safety and Insurance Act.
- 13.02 Sick leave shall be earned by full-time employees on the basis of one and one-half (1½) days for every completed month of service. An employee shall be entitled accrual of all the unused portion of sick leave for her or his future benefits.
- 13.03 A deduction shall be made from accumulated sick leave when an employee is absent for reasons as set out in Article 13.01. Absence on account of illness for less than half (½) a day shall not be deducted. Absence for half (½) a day or more and less than a full day shall be deducted as one-half (½) day.
- 13.04 By February 15<sup>th</sup> of each year the Employer will notify each employee of the amount of unused sick leave standing to her or his credit.

- 13.05 If an employee is prevented from working for the City on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, and which was incurred in the performance of duties for the Home, the City on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for loss of wages to the employee by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages together with the supplement of the Home will equal 100 percent of the employee's regular earnings, to the limit of the employee's sick leave credits.
- 13.06 For those employees who have accrued sick leave credit as of October 4, 2000 shall receive, upon termination, a salary grant in lieu thereof in an amount equal to one-half (1/2) of all sick leave credits to a maximum of six (6) months' salary at the rate of pay immediately prior to termination for these sick leave credits accrued to October 4, 2000 only. Sick leave payout for sick leave accrued after October 4, 2000 shall not apply.
- 13.07 An employee who transfers from full-time to part-time shall be paid out any accumulated sick leave credit that applies under clause 13.06. Such entitlement will be paid on a separate cheque/deposit and subject to required statutory deductions.
- 13.08 In the event of the serious illness which results in admission to a hospital of any person listed in Clause 12.04 (a) the employer may grant a paid leave of absence which would be charged against the employee's sick leave credits.
- 13.09 An employee may be required to produce a certificate from a qualified medical practitioner for any illness and shall be required to produce such certificate for all illnesses in excess of three (3) consecutive working days, certifying that such employee is unable to carry out his/her duties due to illness. Medical certificates shall be produced at the Employer's request anytime outside of the requirement above and the Employer will pay for the cost of that certificate.

## **ARTICLE 14 - HOURS OF WORK**

- 14.01 General Scheduling Regulations
- i) Shift schedules and days off will be posted at least two (2) weeks in advance and cover a twelve (12) week period. A copy of the schedule will be provided to the Bargaining Unit President upon request.
  - ii) Requests for change in posted time schedules must be submitted, in writing and co-signed by the employee willing to exchange days' off or shift of duty. In any event, it is understood that such a shift of duty, initiated by the employee and approved by the Employer, shall not result in overtime compensation or payment. Employees initiating a change in shift will endeavour to give as much advance notice as possible.
  - iii) Where an employee notifies his/her Director of Care that she/he has been or will be unable to take the normal meal break due to the requirements of providing resident care, such employee shall be paid one and one-half

(1½) times his/her straight time hourly rate for all time worked in excess of his/her normal daily hours.

- iv) It is understood that at the change of shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily shift for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes the entire period shall be considered overtime for the purposes of payment under Article 15.02.
- v) Present nursing schedules shall remain in effect unless changed by mutual agreement.
- vi) Where less than forty-eight (48) hours notice is given to a full-time nurse or twenty-four (24) hours notice is given to a part-time nurse for a change in her/his posted work schedule, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the nurse's next shift worked.

Such changes shall not be considered a lay off.

- vii) If an employee reports for work at the regularly scheduled time for her or his shift of duty and there is no work available for her or him, she or he will be entitled to a minimum of four (4) hours pay at her or his regular rate.
- viii) Five (5) consecutive days off will be scheduled for each employee alternating either Christmas or New Year's annually. Where conflicts arise, seniority shall be the deciding factor. Christmas time off will include Christmas Eve Day, Christmas Day and Boxing Day and New Year's time off will include New Year's Eve Day and New Year's Day. The normal scheduling conditions shall be waived between December 15<sup>th</sup> and January 10<sup>th</sup> to ensure that an employee receives five (5) consecutive days off.

In the event that the above provisions cannot be met due to shortage of nursing staff, the Labour Management Committee will meet to discuss possible solutions.

- ix) The Christmas schedule will be posted no later than October 15<sup>th</sup>.
- x) The Employer will make every effort to ensure that there is adequate relief available to provide for the rest period and meal breaks on all shifts.
- xi) If a weekend shift is offered and the nurse is not able to work the whole shift and works less than 5 hours of a 7.5 hour shift or 7.5 hours of an 11.25 hour shift, the nurse will not qualify for premium pay on the consecutive weekend as part of working this part shift.

Full-Time Scheduling:

- i) Full-time employees shall be scheduled off every second weekend.



- ii) A full-time employee will receive premium pay in the amount of time and one half her/his regular hourly rate for all hours worked on a second and subsequent weekend, save and except where:
  - A) such weekends has been worked by the employee to satisfy specific days off requested by such nurse; or
  - B) such nurse has requested weekend work; or
  - C) such weekend is worked as the result of an exchange of shifts with another employee.
- iii) Split shifts will not be scheduled and paid holidays or day in lieu thereof shall not be used to change shifts.
- iv) When a full-time employee is called back to work outside of her or his regularly scheduled hours, the minimum payment will be the equivalent of four (4) hours work or one and one-half (1½) times her or his current rate of pay for hours actually worked, whichever is greater.
- v) All of the above scheduling regulations may be changed with the mutual consent of the parties to this agreement.

Part-Time Scheduling:

- i) There shall be equal distribution of all part-time shifts in a twelve (12) week posted nursing schedule.
- ii) Where extra shifts become available after the schedule is posted, they will first be offered on the basis of seniority to regular part-time nurses. It is understood that the Employer is not required to offer additional shifts to any nurse that would result in premium pay where there is a part-time nurse available at straight time.
- iii) Where no regular part-time nurse is willing to perform the work available, the shift will be offered to casual nurses on the basis of seniority.
- iv) If all of the part-time, casual and full-time staff are in a premium situation, the shift will be offered by seniority first to full-time nurses, then by seniority to part-time nurses and lastly to the casual nurses.
- v) The Employer shall endeavour to schedule part-time employees every second weekend off and will schedule at least every third weekend off.

14.02

Scheduling – 7.5 Hour Shifts:

- i) The normal shift shall be composed of seven point five (7.5) consecutive hours excluding meal times. Meals are to be taken on the Employer's premises unless RN backup is available in the building for the period of absence. The normal work week shall be composed of thirty-seven point five (37.5) hours per week excluding meal periods.

- ii) There will be one (1) fifteen (15) minute rest period in each half of the daily shift, and one thirty (30) minute lunch period in each shift.
- iii) There shall be sixteen (16) consecutive hours off between regularly scheduled shifts. Failure to comply with this will result in time and one-half being paid to the employee for the hours that are in violation of the sixteen (16) hours off duty. This shall not apply in situations where the schedule has been changed at the request of the employee or where the change is otherwise mutually agreed.
- iv) In any two (2) week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may be split by mutual consent. Up to seven (7) consecutive days of work may be scheduled.
- v) When a part-time employee is called back to work outside her or his regular scheduled hours within sixteen (16) hours following the completion of her or his previous shift, unless mutually agreed, she or he shall be paid at the rate of time and one-half (1½) her or his regular rate of pay for all hours actually worked with a minimum of four (4) hours pay, whichever is greater.
- vi) If possible, an employee who normally rotates shall not be scheduled to work more than two (2) consecutive weeks on evening or night shift.
- vii) Weekend Definition – 7.5 Hour Shift:

A weekend shall be a minimum of fifty-six (56) consecutive hours off work during the period following the completion of Friday evening shift (2300 hr) until the commencement of the Monday day shift (0700 hr).

#### 14.03 Scheduling Regulations – 11.25 Hour Shifts

- i) The normal daily shift will be 11.25 consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.  
  
Nurses shall be entitled, subject to the contingencies of resident care to three (3) fifteen (15) minute paid rest periods during the shift.  
  
There is no requirement to remain on the premises during the unpaid meal break providing RN backup is available in the building for the period of absence. The Employer is to arrange meal break coverage whenever possible.
- ii) The hours of work will be seventy-five (75) hours per pay per employee averaged over a ten (10) week schedule.  
  
Full-time nurses will have the option of using banked time, an additional .5 stat holiday or .5 of a vacation day to top up a stat holiday to 11.25 hours.
- iii) A part-time nurse who fills a temporary full-time vacancy will bank the excess three point seven five (3.75) hours per pay period. During the

week off scheduled a part of the master schedule, these banked hours will compensate for one of the extended shifts not worked. The other extended shift not worked will be considered a leave of absence without pay. If at the end of the temporary full-time position, the part-time nurse has any hours remaining in her bank, these hours will be paid out at the overtime rate of one and one half times straight time hourly rate.

iv) Weekend Definition – 11.25 hour shift:

A weekend shall be a minimum of sixty (60) consecutive hours off work during the period following the completion of Friday day shift (1900 hr) until the commencement of the Monday day shift (0700 hr).

Where an employee is scheduled to work and works overtime in conjunction with the normal completion time of the Friday day shift or the normal commencement time of the Monday day shift, such overtime will not be construed to be work performed on a weekend for the purpose of this Article.

Scheduling

1. 11.25 Hour Shift – Full-Time and Part-Time

- (a) The parties agree to establish a master rotation. The master rotation will not be charged without the consent of the Union.
- (b) Not more than three (3) consecutive days of work will be scheduled. Any hours scheduled in conjunction with three (3) extended shifts will be paid at the rate of time and one half.
- (c) For full-time nurses, a period of forty-eight (48) hours off shall be scheduled when an employee's shift schedule is changed from nights to days.
- (d) For part-time nurses, a period of forty-eight (48) hours off shall be scheduled on the posted schedule at the time of posting, when an employee's shift schedule is changed from nights to days.
- (e) At least eleven and a quarter (11.25) hours time off will be scheduled between shifts.
- (f) The first shift of the day is the day shift. Normal shift hours will be from 0700 to 1900 and 1900 to 0700 hours, unless mutually agreed otherwise.
- (g) An employee will not be required to change shifts of duty more than once during a work week.
- (h) When changing from Daylight Saving Time to Eastern Standard Time the employees involved shall be paid for the hours worked at their regular rate of pay.

- (i) Full-time employee schedules will be such that employees will work no more than fifty percent (50%) night shifts, unless mutually agreed.

The Employer will endeavour to pre-schedule Part-Time employees no more than fifty (50%) night shifts, unless mutually agreed.

- (j) Not more than two (2) consecutive weeks will be scheduled on nights unless otherwise mutually agreed.

Introduction and discontinuation of a compressed work week (extended shift):

- (a) A compressed work week shall be introduced into any unit when:
  - i) seventy-five per cent (75%) of the employees in the Home so indicate by secret ballot; and
  - ii) the Home agrees to implement the compressed work week, such agreement shall not be withheld in an unreasonable arbitrary manner.
- (b) A compressed work week may be discontinued in any unit when:
  - i) fifty per cent (50%) of the employees in the unit so indicate by secret ballot; or
  - ii) the Home because of:
    - A) adverse effects on resident care;
    - B) inability to provide a workable staffing schedule;
    - C) other reasons which are neither arbitrary or unreasonable.
- (c) When notice of discontinuation is given by either party in accordance with paragraph (2) above, then:
  - i) the parties shall meet within two (2) weeks of the giving notice to review the request for discontinuation; and
  - ii) where it is determined that the compressed work week will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

It is understood that there will be no additional cost factor to the Home by implementation of extended shifts.

**ARTICLE 15 - PREMIUM PAYMENT**

- 15.01 Employees shall not be scheduled or required to work in excess of the normally scheduled hours or working days without consent, except in case of emergency.

Employees will have the option of selecting pay at premium rates or compensating time off at a time mutually agreed upon between the Employer and the employee, at the appropriate rate in lieu of the overtime payment.

- 15.02 All time worked in excess of the regularly scheduled daily seven point five (7.5) hour shift, the normal thirty-seven point five (37.5) hours work week, or on a regularly scheduled day off shall be considered as overtime and shall be compensated for at the rate of time and one-half the employee's regular rate of pay.
- 15.03 Where an employee is required to work on a paid holiday, or on a day for which she or he receives time and one-half her or his regular straight time hourly rate and she or he is required to work additional hours following her or his full shift on that day, she or he shall receive two (2) times her or his regular straight time hourly rate for such additional hours worked.
- 15.04 An employee shall be paid a shift premium of two dollars and forty cents (\$2.40) per hour for each evening and night shift worked. Effective February 8, 2018, the shift premium shall be increased to two dollars and fifty cents (\$2.50).
- 15.05 In the absence of the Director of Care, and the Assistant Director of Care, the Employer may designate an employee to assume the responsibility of the Director of Care and she or he shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour.
- The Employer will designate an employee as Nurse-in-Charge. The Nurse-in-Charge will be in charge of the Manor on afternoons, nights, weekends and paid holidays, and will be paid at a rate of one dollar and eighty cents (\$1.80) per hour in addition to her or his regular salary.
- 15.06 An employee shall be paid a weekend premium of two dollars and seventy cents (\$2.70) per hour for each hour worked between 1900 hours Friday and 0700 hours Monday. Effective February 8, 2018, the weekend premium shall be increased to two dollars and eighty cents (\$2.80).
- 15.07 Call-back Guarantee
- When an employee is required to work outside of regular hours, the minimum payment will be equivalent to four (4) hours work or time and one-half (1½) her/his applicable hourly rate for hours worked, whichever is greater. Where the hours worked are continuous with the commencement of her/his regular shift, the minimum payment will not apply and she/he will receive payment at the rate of time and one-half (1½) for the hours worked prior to the commencement of her/his regular shift.
- 15.08 Where a part-time or relief nurse who has been called into work on a shift is not able to report for work at the commencement of that shift because of insufficient advance notice but does report for work within one (1) hour after having been requested to do so by the Employer, she/he will be paid for the full shift if she/he works the remaining portion of that shift.

**ARTICLE 16 - PAID HOLIDAYS**

16.01 The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

In addition each full-time employee shall be entitled to three (3) float holidays per year. When a float holiday is requested, it shall be mutually agreed upon between the employer and the employee. Payment of float holidays is based on a seven point five (7.5) hour day.

16.02 If a paid holiday as defined in 16.01 falls on a day off, the employee shall be entitled to another day off with pay at her or his regular rate. This lieu day will be scheduled at a mutually convenient time.

16.03 When a holiday falls within an employee's vacation period, it shall be added to the end of her or his vacation, if she or he so wishes, or scheduled at a mutually convenient time.

16.04 The Home will endeavour to arrange for paid holidays off to be divided equitably among the part-time employees.

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

16.06 When a full-time employee is required to work on any of the named holidays she or he shall be paid at the rate of time and one-half her or his regular straight time rate of pay for all hours worked on such holiday. In addition, she or he will receive a lieu day off with pay. Where an employee is required to work on a paid holiday and she or he is required to work additional hours following her or his full shift on that day (but not including hours on a subsequent regularly scheduled shift for such Employee) she or he shall receive two times her or his regular straight time hourly rate for such additional hours worked. The lieu day off with pay shall be taken at a mutually agreeable time either 45 days before or after the paid holiday.

16.07 (a) For part-time employees, the Union confirms that the percentage in lieu of benefits contains a component for holiday pay. If a regular part-time employee works on any of the listed holidays she or he shall be paid at the rate of time and one-half her or his regular straight time hourly rate for all hours worked on such holiday. In addition, where a part-time employee is required to work on a paid holiday and she or he is required to work additional hours following her or his full shift on that day (but not including hours on a subsequent regularly scheduled shift for such

employee) she or he shall receive two times her or his regular straight time hourly rate for such additional hours worked.

- 16.08 In order to qualify for pay for a holiday, an employee shall complete her or his scheduled shift on each of the working days immediately preceding and following the holiday concerned unless the employee was absent due to:
- (a) legitimate illness or accident which commenced any time within thirty (30) days prior to the holiday
  - (b) vacation granted by the Employer
  - (c) the employee's regular scheduled day off
  - (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 16.09 An employee entitled to holiday pay shall not receive sick leave pay to which she or he may otherwise have been entitled unless she or he was scheduled to work that day. An employee receiving Workplace Safety and Insurance benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of Workplace Safety and Insurance benefits and the holiday pay.

## **ARTICLE 17 - VACATIONS**

- 17.01 All full-time employees shall be entitled to vacation with pay based on length of continuous service as of the Home's vacation entitlement determination date in any year as follows:
- (a) Employees who have less than one (1) year of continuous service shall be entitled to a vacation with pay at their regular rate of 1.25 days for each completed month of service not to exceed twenty (20) working days. Vacation will not normally be scheduled during the probationary period. A request for vacation during the probationary period may be granted by the Administrator or his or her designate in exceptional circumstances.
  - (b) Employees who have completed more than one (1) year of continuous service shall receive an annual vacation of four (4) weeks with four (4) weeks pay (150 hours pay for employees whose regular hours of work are other than the standard work day).
  - (c) Employees who have completed eleven (11) or more years of continuous service shall receive an annual vacation of five (5) weeks with five (5) weeks pay (187.5 hours pay for employees whose regular hours of work are other than the standard work day).
  - (d) Employees who have completed twenty-two (22) or more years of full-time continuous service, shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks' pay (225 hours pay for employees whose regular hours of work are other than the standard work day).

Vacation credits do not accumulate during any month in which an employee is absent from work for the entire month for any reason, other than vacation, pregnancy/parental leave, WSIB, or leave of absence with pay.

- (e) Employees who have completed thirty (30) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks' with seven (7) weeks' pay (262.5 hours' pay for employees whose regular hours of work are other than the standard work day).
- 17.02
- (a) Vacations may be taken at any time of the year and the Home will grant requests where possible, provided that vacation quotas shall not be unduly restrictive and vacations shall not be unreasonably withheld.
  - (b) Separate full-time and part-time vacation lists will be posted before January 15th so that all employees may indicate their preference by March 1st. Vacation schedules will be approved and reposted before April 1st.
  - (c) In the event of conflict, seniority shall prevail. Employees shall indicate their vacation preference prior to March 1st or lose the right to exercise their seniority rights in this matter.
  - (d) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.
  - (e) The vacation year for purposes of scheduling will be from January 1<sup>st</sup> to December 31<sup>st</sup>.
  - (f) A vacation request, which has been submitted by the nurse and then approved by the Home, may not be cancelled by the Home without the consent of the nurse.
- 17.03
- When an employee's employment is terminated for any reason, full payment for vacations earned but not taken will form part of such employee's termination pay.
- 17.04
- (a) Part-time employees shall receive vacation pay on a prorated basis to the vacation entitlement of full-time employees.
    - Less than 1 year service - 3 wk. entitlement - 6%
    - After one year completed service - 4 wk. entitlement - 8%
    - After eleven (11) years completed service - 5 wk. entitlement - 10%
    - After twenty-two (22) years completed service - 6 wk. entitlement - 12%
    - After thirty (30) years completed service – 7 week entitlement – 14%
  - (b) Vacation pay for all part-time employees shall be paid in the last complete pay period of January each year.



## **ARTICLE 18 - EARNED BENEFITS**

All permanent full-time employees will be entitled to the following City of Timmins benefits until the age of 65. The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time employees who have completed three (3) months of employment in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

### 18.01 O.M.E.R.S.

In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employees' Retirement System Plan effective from date of hire. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

### 18.02 Ontario Health Program and Extended Health Care

The Employer shall pay one hundred (100) percent of the premiums of the following plans for all full-time employees:

- (a) Ontario Health Program
- (b) Semi-Private Hospital Care
- (c) Drug Plan which provides for payment of drugs which legally require a prescription in writing by a medical practitioner. The Employer or its Carrier will pay a dispensing fee to a maximum of nine dollars (\$9.00) per prescription.

### 18.03 Long Term Disability

The Employer shall pay one hundred (100) percent of the cost of a Long Term Disability Plan on which benefits shall become payable after a twenty-six (26) week waiting period, and monthly benefit shall be sixty-six and two-thirds (66 2/3) percent of the employee's salary to a maximum of four thousand two hundred (\$4,200) dollars.

For employees who qualify, LTD benefits will be paid to the earlier of age 65 or when the Employee has reached an unreduced pension as defined by OMERS.

### 18.04 Life Insurance

The Home will arrange and pay for all full-time employees to be covered by a life insurance policy to a value of twice the annual salary of the employee.

### 18.05 Dental Plan

The Employer shall pay one hundred percent (100%) of the cost of the premiums for a dental plan equivalent to a Mutual Life Basic Dental Plan with Riders I and II for all full-time employees. Recall for persons over eighteen (18) shall be limited to once every nine (9) months.

The Employer will contract with the Carrier to provide orthodontic 50/50 co-insurance with one thousand eight hundred (\$1,800) dollars per employee or eligible dependent on a lifetime basis.

18.06 Vision Care Plan

Effective April 1, 2014, the Employer shall provide for a vision care plan to cover purchase and repair of glasses, as well as contact lenses to all full-time employees up to a cost not to exceed four hundred dollars (\$400) which includes one eye examination within every 24 months with the ability to use coverage for laser surgery with the Employer contributing one hundred (100) percent of the cost of the premiums for this plan. Effective April 1, 2017, the maximum will increase to four hundred and twenty-five dollars (\$425).

18.07 Extended Health Care Benefits

The Employer shall provide Extended Health Care benefits to all full-time employees up to a cost not to exceed three hundred and seventy-five (\$375.00) dollars per calendar year for each paramedical service identified in the benefit plan and not to exceed four hundred (\$400) dollars per calendar year for Chiropractic benefits.

18.08 Retiree Benefits

The Employer agrees to provide drug plan coverage and optical plan coverage to those employees who retire at age fifty-five (55) whose normal retirement age is sixty-five (65) and who have completed thirty (30) years service, provided they do not have coverage through an alternate plan. The employer further agrees to provide drug plan coverage and optical plan coverage to those employees who retire at age sixty (60) whose normal retirement age is sixty-five (65) and have completed fifteen (15) years of service, provided they do not have coverage through an alternate plan.

**ARTICLE 19 – MISCELLANEOUS**

19.01 When the duties of a position covered by this Agreement are changed, or when a new position appropriately covered by this Agreement is established, the salary shall be negotiated. If the parties are unable to agree such dispute may be submitted to arbitration. The salaries shall be retroactive to the time the position was first filled.

19.02 The Home agrees to provide a bulletin board for the use of the Union.

19.03 Copies of this Agreement will be provided by the Employer and issued to all employees now employed, and as employed.

19.04 Notice of Termination

All employees will endeavour to provide two (2) weeks written notice of termination to the Director of Care or designate who will in turn notify the Human Resources Department. Upon receipt of the notice an exit interview will be held by the Director of Care and/or designate to discuss such matters as reason for

leaving, working conditions, employment references or any other matters relating to their employment.

Within fourteen (14) days of receipt of a written request from the nurse, the Employer will provide the nurse with a letter detailing her or his employment dates, length of service and experience at the Home.

- 19.05 It shall be the duty of each employee to notify the Home promptly of any change in address or change in temporary residency.
- 19.06 The Manor undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Manor has decided to introduce which will significantly change the status of the employee within the bargaining unit.

## **ARTICLE 20 – COMPENSATION**

20.01 All employees shall be compensated for their services in accordance with Schedule "A".

20.02 An employee who is promoted to a higher classification within the bargaining unit will be placed on the grid of the higher rated classification so that she or he will receive no less an increase in salary than the equivalent of one step in the salary range of her or his previous classification (provided that it does not exceed the salary range of the classification to which she or he has been promoted) and her or his anniversary date, for the purposes of wage progression, shall be the date on which she or he started in the new position.

20.03 (a) Claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring. The employee shall cooperate with the Home by providing verification of previous experience. Credit for experience, shall not be less than one (1) year's service credit for each year of related clinical experience up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the employee has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Administrator. For part-time employees, one (1) year's service credit will equal fifteen hundred (1500) hours.

[Current employees will have their grid placement reviewed in accordance with the above amendment and where experience at the time of hire warrants higher placement on the grid, the employee will be placed at the higher grid step effective the signing of the Memorandum of Settlement.]

- (b) i) Increments for a full-time employee shall be effective on the employee's anniversary date.
- ii) Part-time employees shall advance to the next step of the salary grid upon completion of each fifteen hundred (1500) hours paid.

- 20.04 A part-time employee whose status is altered to full-time will assume her or his same level on the full-time salary grid. A full-time employee whose status is altered to part-time will assume her or his same level on the part-time salary grid. In either case the employee will be credited for service accumulated since date of last advancement.
- 20.05 For Nurse Practitioners (NP), the Employer will recognize related NP experience on the basis on one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of fifteen hundred (1500) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of related experience within the probationary period in order to be considered for a salary increment. If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of related experience, she/he shall not be entitled to recognition.
- NOTE: Related experience includes out of province.
- 20.06 In lieu of all fringe benefits, exclusive of vacation pay, S.E.B., OMERS, overtime, shift differential, stand-by pay, responsibility allowance, court attendance, bereavement pay, and reporting pay, part-time employees shall be paid thirteen (13) percent of their salary. Where the employee participates in OMERS the payment shall be nine percent (9%).

#### **ARTICLE 21 – TERM OF AGREEMENT**

- 21.01 This Agreement shall be effective from April 1<sup>st</sup>, 2016 and shall continue in full force and effect up to and including March 31, 2018. If either party desires to modify or amend this Agreement, it shall give the other party notice in writing, not earlier than ninety (90) days before the expiry date of its election to do so.

DATED AT TIMMINS, ONTARIO THIS 18<sup>th</sup> DAY OF APRIL, 2018.

FOR THE EMPLOYER

FOR THE UNION

"C. Halt"

"E. Bruce"  
Labour Relations Officer

"R. Foy"

"K. Smith"  
Bargaining Unit President

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**SCHEDULE "A"****CITY OF TIMMINS****ONTARIO NURSES' ASSOCIATION****SALARIES**

<b>REGISTERED NURSE</b>		
	<b>Effective April 1, 2016</b>	<b>Effective April 1, 2017</b>
<b>START</b>	\$30.23	\$30.97
<b>1 YEAR</b>	\$31.41	\$31.85
<b>2 YEARS</b>	\$33.09	\$33.55
<b>3 YEARS</b>	\$34.72	\$35.21
<b>4 YEARS</b>	\$36.38	\$36.89
<b>5 YEARS</b>	\$38.42	\$38.96
<b>6 YEARS</b>	\$40.47	\$41.04
<b>7 YEARS</b>	\$42.56	\$43.16
<b>8 YEARS</b>	\$45.47	\$46.11
<b>25 YEARS</b>	\$46.37	\$47.02

<b>NURSE PRACTITIONER</b>		
	<b>Effective April 1, 2016</b>	<b>Effective April 1, 2017</b>
<b>HOURLY RATE</b>	\$58.49	\$59.31

As part-time Employees are not eligible to any benefits as set out in Article 18 (Benefits) in the Collective Agreement, they shall be paid as follows:

Hourly Rate of Pay + 13%

All amended provisions take effect the date of ratification or award, unless otherwise provided. Retroactivity, if any, will be paid within three full pay period of the date of ratification or award on the basis of hours paid.

**SCHEDULE "B"**

**LIST OF PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE -  
CHAIRPERSONS**

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)

Ms. Judith A. Peterson  
5 Pod's Lane  
ORO-MEDONTE, ON L0L 2L0  
Tel: (705) 835-6569

**LETTER OF UNDERSTANDING**

Between:

GOLDEN MANOR HOME FOR THE AGED  
(the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(the "Union")

RE: Scheduling

Nurse Practitioner

The normal hours of work for this position will be seven (7) hours per day excluding meal time. Employees who hold this classification will normally work from 8:00 a.m. to 4:00 p.m., but will also have a flexible schedule in order to meet the demands of the position. The flex schedule will be approved by his/her Supervisor and by the Department Head and shall not exceed thirty-five (35) hours per week. Any hours in excess of thirty-five (35) hours per week shall be paid in accordance with Article 15 – Premium Payment. While the incumbent is in this position, the vacation year for this position will be January 1 to December 31 of each year.

Informatics Nurse

The normal hours of work for this position will be seven point five (7.5) hours per day excluding meal time. Employees who hold this classification will normally work from 8:00 a.m. to 4:30 p.m. but will also have a flexible schedule in order to meet the demands of the position. The flex schedule will be approved by his/her Supervisor and by the Department Head and shall not exceed thirty-seven point five (37.5) hours per week. Any hours in excess of thirty-seven point five (37.5) hours per week shall be paid in accordance with Article 15 – Premium Payment.

The Union and the incumbent will be provided with a copy of the job description for this position within thirty (30) days of ratification.

DATED AT TIMMINS, ONTARIO THIS 18<sup>th</sup> DAY OF APRIL, 2018.

FOR THE EMPLOYER

FOR THE UNION

"C. Halt"

"E. Bruce"

Labour Relations Officer

"R. Foy"

"K. Smith"

Bargaining Unit President

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**LETTER OF UNDERSTANDING**

Between:

GOLDEN MANOR HOME FOR THE AGED  
(the "Employer")

And:

ONTARIO NURSES' ASSOCIATION  
(the "Union")

RE: Bargaining Unit Work

The parties agree that when recruitment efforts are ongoing, the flexibility of managing the scope of work for caregivers will be recognized by the parties in the following manner:

- The Home is currently experiencing difficulty in recruiting Registered Nurses.
- The Home is making efforts to recruit and will continue to do so in the future.
- The Ministry of Health continues to increase the monitoring and documenting of care required in the Home.
- The care needs of the residents have increased as a result of increased acuity. The current practice and workload of RN staff has been changed in order to meet these care needs and to allow more time for assessment of the residents and to allow for appropriate documentation.
- At all times, care of the residents will be provided by the appropriate caregiver within their scope of practice in accordance with the College of Nurses of Ontario.
- As stipulated in the Collective Agreement, Article 2.06, the number of RN hours currently provided for care by the RNs on the departments will not be decreased as a result of any shift of responsibilities.

DATED AT TIMMINS, ONTARIO THIS     "18<sup>th</sup>"     DAY OF APRIL, 2018.

FOR THE EMPLOYER

FOR THE UNION

"C. Halt"

"E. Bruce"  
Labour Relations Officer

"R. Foy"

"K. Smith"  
Bargaining Unit President

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