

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CASELLHOLME HOME FOR THE AGED  
(hereinafter referred to as the "Employer")**

**AND**

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

**Expiry: March 31, 2011**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – RECOGNITION .....	1
ARTICLE 3 – MANAGEMENT RIGHTS .....	2
ARTICLE 4 – NO DISCRIMINATION.....	2
ARTICLE 5 – STRIKES AND LOCKOUTS .....	3
ARTICLE 6 – UNION SECURITY .....	3
ARTICLE 7 – UNION REPRESENTATION .....	4
ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION .....	7
ARTICLE 9 – DISCHARGE AND SUSPENSION GRIEVANCES.....	9
ARTICLE 10 - PROFESSIONAL RESPONSIBILITY .....	10
ARTICLE 11 – PROFESSIONAL DEVELOPMENT.....	11
ARTICLE 12 – JOB SECURITY AND SENIORITY.....	13
ARTICLE 13 – LEAVE OF ABSENCE .....	16
ARTICLE 14 – HOURS OF WORK.....	21
ARTICLE 15 – OVERTIME AND PREMIUM PAYMENT .....	25
ARTICLE 16 – HOLIDAYS.....	26
ARTICLE 17 – VACATIONS .....	27
ARTICLE 18 – INSURANCE AND PENSION PLANS (FULL-TIME ONLY UNLESS SPECIFICALLY INDICATED).....	29
ARTICLE 19 – MISCELLANEOUS .....	31
ARTICLE 20 – COMPENSATION.....	32
ARTICLE 21 - RENEWAL.....	33
ARTICLE 22 – WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAMME .....	33
ARTICLE 23 – JOB SHARING .....	34
SIGNING PAGE.....	36
LETTER OF UNDERSTANDING .....	37
Re: Staffing .....	37
LETTER OF UNDERSTANDING .....	38
Re: Supernumerary Positions .....	38
LETTER OF UNDERSTANDING .....	39
Re: Part-Time Commitment .....	39
LETTER OF UNDERSTANDING .....	40
Re: Innovative Unit Scheduling.....	40
SCHEDULE “A”.....	41
SCHEDULE “B”.....	42
List of Professional Responsibility Assessment Committee - Chairpersons.....	42

## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to maintain and improve satisfactory employment relations between the Employer and the registered and graduate nurses covered by this Agreement. It provides for an ongoing means of communication between the Union 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.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer and an employee shall not enter into any agreement that pertains to any terms or conditions of employment which contravene the collective agreement. Any such agreement shall be null and void.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the exclusive bargaining agent for all Registered and Graduate nurses employed in a nursing capacity at Cassellholme in North Bay, Ontario, save and except Infection Control Coordinator, the Director of Clinical Services and Unit Managers.
- 2.02 Definitions
- (a) A full-time employee is an employee who is regularly employed for 75 hours bi-weekly.
- (b) Part-time employee is an employee who is available to be regularly scheduled for less than seventy-five hours (75) bi-weekly as per the Collective Agreement.
- (c) Casual employee is an employee who is not regularly scheduled.
- 2.03 The employer shall not assign work normally performed by the bargaining unit except in the case of emergency, overlapping duties, unavailability, and orientation, and provided such does not directly cause a layoff of full-time or part-time employees in the bargaining unit.
- 2.04 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with *The Regulated Health Professions Act*. A Registered Nurse is required to present to the Director of Clinical Services, by the 31<sup>st</sup> of January each year, her/his current certificate of competence.
- 2.05 A Graduate Nurse is defined as a nurse 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.

This registration is to be completed within three (3) months of employment. This applies to all new employees within the scope of this Agreement. Failure to register within the time limit shall result in dismissal, without recourse to the grievance procedure.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively in the Home and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Home to:
- (a) Maintain order, discipline and efficiency.
  - (b) Hire, promote, demote, classify, transfer and suspend employees and to discipline or discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - (c) May alter, from time to time, and enforce, reasonable rules and regulations to be observed by the employee provided such rules are not inconsistent with the terms and provisions of the Agreement.
  - (d) Determine the nature and kind of service to be provided, efficiency of operations, hours of work, equipment, methods of work, job descriptions, workflow and standards of performance, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Home except as specifically limited by the express provisions of this Agreement.

The Home agrees that it will exercise these functions consistent with and in accordance with the provisions of this Agreement.

These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement and the Human Rights Code.

### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 (a) The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of gender, sexual orientation, marital status, ethnic origin, citizenship, place of origin, race, creed, colour, political or religious affiliation, disability or by reason of membership in or legal activities on behalf of the Union.
- (b) All entitlements contained herein in respect of spouses and relatives of spouses shall also exist in respect of common-law spouses. Eligibility will be determined in accordance with the Master Benefit Policy.
- 4.02 The Employer and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the 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 race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, marital status, family status or handicap.

- (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) Every person has a right to be free from,
  - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
  - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
- (d) An employee who believes that she/he has been harassed contrary to this provision may file a grievance under Article 8 of this agreement.

NOTE: 'harassment' means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

#### 4.04 Whistle Blowing Protection

Provided a nurse has followed reasonable policies or procedures issued by the Home to protect the Home'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 resident advocacy.

### **ARTICLE 5 – STRIKES AND LOCKOUTS**

- 5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

### **ARTICLE 6 – UNION SECURITY**

- 6.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month.
- 6.02 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/his date of hire.

- 6.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice-President, Finance of the Union shall notify the Home in writing of any changes therein and such notification shall be the Home's conclusive authority to make the deduction specified. In the case of any local dues levies, written notification will be made by the local treasurer and such notification shall be the Home's conclusive authority to make the deduction specified.
- 6.04 The total amount deducted, pursuant to 6.03 above, shall be remitted monthly to the Union 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 in accordance with this Article.
- 6.05 The list shall include the names, addresses, and social insurance numbers, if approved by the employee, of all employees covered by this Agreement who have been employed at any time during the period of said deduction and including therein a specific list of employees on unpaid leave of absence and of employees who are off work on long-term disability or receiving WSIB and of employees who have terminated. A copy of this list will be sent concurrently to the Bargaining Unit President.
- 6.06 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.
- 6.07 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.
- 6.08 (a) All new employees will be introduced to their Union Steward and to the Union President.
- (b) During the orientation period an Officer of the Union or Union Steward shall be allowed up to twenty (20) minutes within regular working hours to interview such employees. During such interview, membership forms may be provided to the employee.

## **ARTICLE 7 – UNION REPRESENTATION**

### 7.01 Negotiating Committee

The Employer recognizes a negotiating committee which shall be composed of two (2) Union members whose duty it shall be to negotiate a Collective Agreement and renewals thereof.

### 7.02 Grievance Committee

The Employer recognizes a grievance committee which shall be composed of two (2) Union members who shall be responsible for the handling of all grievances.

7.03

(a) Union-Management Committee

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 to discuss matters of mutual concern. Payment of wages for such meetings, where the meeting is not held during an employee's regular working hours shall be at her/his regular rate of pay for the time spent at such meetings. It is agreed that no premium rate of pay shall be paid for time spent at such meetings.

## (b) The purpose of the Committee includes:

- i) promoting and providing effective and meaningful communication of information and ideas, including but not limited to workload measurement tools and the promotion of best practices;
- ii) reviewing professional responsibility complaints as per Article 10 with a view to identifying trends and sharing organizational successes and solutions, making joint recommendations on matters of concern including the quality and quantity of nursing care and discussing the development and implementation of quality initiatives;
- iii) discussing and reviewing matters relating to orientation and in-service programs;

7.04

Joint Occupational Health and Safety Committee

- (a) The parties agree to comply with the Occupational Health & Safety Act.
- (b) The Employer shall recognize one (1) ONA member as a certified worker pursuant to the Occupational Health and Safety Act.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Home will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) The Association agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) "A member of a committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the Workplace Safety and Insurance Board and the member's employer shall pay the member for the time spent at the member's regular or premium rate as may be proper". (Ref: *Occupational Health and Safety Act*, Sec. 9 (36) "[This provision] does not apply with respect to workers who are paid by the Workplace Safety and Insurance Board for the time spent fulfilling the requirements for becoming certified". (ref: Sec 9 (37)

- (g) It is understood and agreed that this section does not apply to a nurse.
- i) when circumstances described below is inherent in the worker's work or in a normal condition of the worker's employment; or
  - ii) when the worker's refusal to work would directly endanger the life, health or safety of another person. Ref: *Occupational Health and Safety Act*, Sec. 43(1).
- (h) A worker may refuse to work or do particular work where he or she has reason to believe that:
- i) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
  - ii) 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 or herself; or
  - iii) any equipment, machine, device or thing her or she is to use or operate or the physical condition of the workplace or the part thereof in which her or she works or to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker. Ref: *Occupational Health and Safety Act*, Sec. 43(3).
  - iv) The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.
- (i) the employer shall take every precaution reasonable in the circumstances for the protection of a worker. [Occupational Health and Safety Act, s. 25(2)(h)].

When faced with occupational health and safety decisions, the employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects nurses.

The employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to nurses at short notice in the event there are reasonable indications of the emergence of a pandemic.

- 7.05
- (a) The two members of the grievance committees shall suffer no loss of regular pay for time spent in meetings with the Home, up to but not including arbitration.
  - (b) The two members of the negotiating committee shall be paid their regular hourly rate for all hours (minimum of 8 to a maximum of 12) spent in meetings with the Home, up to but not including arbitration, to a maximum of four (4) days per negotiating committee member.

- 7.06 Employees attending meetings called by the Employer will be compensated at their regular rate of pay for time spent at such meetings. No premium rate of pay shall be paid for time spent at such meetings.
- 7.07 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. The Association agrees to request permission as far in advance as possible; such request will not be unreasonably denied.
- 7.08 The Union shall notify the Employer in writing of the names of its representatives on the aforementioned committees.

## **ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 8.01 Any employee or the Union has the right to lodge a grievance with respect to any matter arising out of the interpretation, application or alleged violation of this Agreement.
- 8.02 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/his union representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The Employer also agrees, as a good labour relations practice, it will also notify the Local President. If due to administrative oversight the Employer does not notify the Local President than such discipline is not null and void.

8.03 Step No. 1

It is the intent of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that the Union has no grievance concerning an individual nurse until the Director of Clinical Services or designate has been given an opportunity of adjusting the complaint. Such complaint shall be discussed with the Director of Clinical Services or designate within twenty-one (21) calendar days after the circumstances giving rise to it have occurred. This discussion may include consultation, advice and assistance from others. If there is no settlement within fourteen (14) calendar days, it shall then be taken up as a grievance within fourteen (14) calendar days in the following manner and sequence:

Step No. 2

The Union may present the grievance to the Manager of Human Resources or designate, who shall render her/his decision within ten (10) calendar days after the presentation of the grievance to her/him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. If the decision is unsatisfactory, then the grievance may be presented in the following manner:

Step No. 3

Within ten (10) calendar days after the decision is given at Step No. 2, the aggrieved employee, and/or the Grievance Committee shall meet with a committee appointed by the Administrator or designate to consider the grievance.

At this stage the employee and/or the Grievance Committee may be accompanied by a representative of the Union. The decision of the committee of the Board of Management will be rendered in writing within ten (10) calendar days following such a meeting to the Labour Relations Officer and the local Union representative.

#### 8.04 Arbitration

If final settlement of the grievance is not reached at Step No. 3, then either of the parties may notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to the Board of Arbitration. If no such written request is received within thirty (30) calendar days after the decision is given at Step No. 3, then the grievance shall be deemed to have been abandoned. The recipient of the notice shall within fourteen (14) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. Notwithstanding the above, the parties may agree to the use of a sole arbitrator, Section 49 and Section 50 of the Labour Relations Act.

8.05 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

8.06 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half ( $\frac{1}{2}$ ) the expenses and fees of the Chairperson.

8.07 All differences arising from the administration, interpretation, application or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

8.08 The Board of Arbitration shall have no power to alter, add to, delete from, modify or amend this Agreement in order to give any decision inconsistent with it. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion, it deems just and equitable. The decision of the majority of the members of the Board of Arbitration or sole Arbitrator shall be the decision of the Board. But if there is no majority, the decision of the Chairman shall govern.

8.09 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedures between the representatives of the Home and the representatives of the Association will be final and binding upon the Home and the Association and the employees.

8.10 The time limits referred to in both the Grievance and Arbitration Procedures may be extended by written consent of the parties to this Agreement, and such request shall be confirmed in writing.

8.11 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee who is grieving to the Director of Clinical Services or her/his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 1 and then applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.12 The time limits in the grievance/arbitration procedure are mandatory and can only be extended by mutual agreement in writing between the parties.

8.13 Employer Grievance

Any grievance instituted by the Employer may be done so in the form of a policy grievance at Step No. 2 of the Grievance Procedure and it will be submitted to the Bargaining Unit President or her/his designate.

8.14 Union Grievances

An Union policy grievance which is defined as an alleged violation, interpretation, or wrong application of this Agreement, may be lodged by the Grievance Committee in writing with the Administrator at Step No. 3 of the Grievance Procedure within fourteen (14) calendar days after the circumstances giving rise to such grievance occurred.

**ARTICLE 9 – DISCHARGE AND SUSPENSION GRIEVANCES**

9.01 An employee is entitled, at time of the imposition of suspension or discharge to be given written reasons for such action.

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her/his Union Steward. In the case of suspension or discharge, the Home shall notify the employee of this right in advance. The Home also agrees, as a good labour relations practice, in most circumstances it will also notify the Local President if due to administrative oversight the employer does not notify the Local President then such discipline will not be null and void.

The Home agrees that where an employee is required to attend a meeting with the Home that may lead to disciplinary action, as a good labour relations practice, it will inform the employee of the purpose of the meeting.

9.02 The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) a probationary employee may be terminated under a standard of less than just cause.

The Home agrees to provide written reasons for the release of a probationary employee within seven (7) days of such release.

A claim by a probationary employee that she/he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve, if a written statement of such grievance is lodged by the employee with the Home at Step 3 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below.

The Home agrees to provide written reasons within seven (7) calendar days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her/his probationary period, without just cause.

A claim by an employee who has completed her/his probationary period that she/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Home's action in dismissing the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

## **ARTICLE 10 - PROFESSIONAL RESPONSIBILITY**

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

- (a) i) Complain in writing to the Director of Nursing within ten (10) calendar days of the alleged improper assignment. The chairperson of the Union Management Committee shall convene a meeting of the 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 ten (10) 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 (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from a panel of independent registered nurses shall act as chairperson.

- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary, and to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.
  - iv) It is understood and agreed that representatives of the Ontario Nurses' Association, including the Labour Relations Officer and the Nursing Practice Officer, may attend meetings held between the Home and the Association under this provision.
  - v) Any complaint lodged under this provision shall be on the form set out in Appendix C.
- (b)
- i) The list of the Assessment Committee is attached to Appendix B and forms part of this Agreement.
  - 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.

10.02 The assignment of resident care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers shall be in accordance with the Regulated Health Professionals Act (R.H.P.A.) and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario.

## **ARTICLE 11 – PROFESSIONAL DEVELOPMENT**

11.01 The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

### 11.02 Committee

Professional development issues shall be dealt with through the Union Management Committee.

### 11.03 Orientation and In-Service Program

The Home recognizes the need for a Home Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Home and the nurses involved.

11.04 Nurses who displace other nurses in the event of a long-term layoff, nurses recalled from layoff, nurses whose probationary period has been extended under Article 10.01, and nurses who are transferred on a permanent basis may be provided any orientation determined necessary by the Home for the purposes of allowing the nurse to assume satisfactorily the duties of such position.

- 11.05 Both the Home and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Home will endeavour to provide programs related to the requirements of the Home. Available programs will be publicized, and the Home will endeavour to provide nurses with opportunities to attend such programs during their regularly scheduled working hours.
- 11.06 When a nurse is on duty and required to attend any in-service program within the Home and during her or his regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by the Home to attend courses or meetings outside of her or his regularly scheduled working hours, the nurse shall be paid for all time spent in attendance on such courses at her or his regular straight time hourly rate of pay.
- 11.07 (a) Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario *Accountability Standards for RN's and RPN's Working with Students*. Nurses will be informed in writing of their responsibilities in relation to these students. Any information that is provided to the Home by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.
- (b) Nurses are expected, as part of their regular duties, to provide guidance and advice to members of the health care team.
- 11.08 The Home undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the status of the nurse within the bargaining unit.
- The Home agrees to discuss with the Association the effect of such technological changes on the employment status of the nurses and to consider practical ways and means of minimizing the adverse effect, if any, on the nurses concerned.
- 11.09 Where computers and/or new computer technology (e.g. computer charting) are introduced into the workplace that nurses are required to utilize in the course of their duties, the Home agrees that necessary training will be provided at no cost to the nurses involved.
- 11.10 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse 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 Home against the nurse.
- Each nurse shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of her or his supervisor. A copy of the evaluation will be provided to the nurse at her or his request. A request by a nurse for a copy of other documents in her or his file will not be unreasonably denied.
- 11.11 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter,

suspension or other sanction provided that such nurse's record has been discipline free for one year.

11.12 The Peer Feedback Process of the Quality Assurance Program Required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 11.12.

**ARTICLE 12 – JOB SECURITY AND SENIORITY**

12.01 Probation

Newly employed employees will be considered probationary for five hundred hours (500). The parties recognize that ongoing feedback about the nurse's progress is important to the probationary nurse. Seniority shall then be credited as of the date of first entry into the service of the Employer and shall be cumulative. There will be a performance report made after two hundred & fifty hours (250) of the probationary period having expired.

12.02 Seniority

The Employer will keep up to date a seniority list based on the employee's start date for full time employees and the number of hours paid for part-time and casual part-time employees and post the same in at least one (1) conspicuous place and one copy to be given to the Union. Seniority lists shall be posted semi-annually by January 31st and July 31st, with copies sent to the Union. If an employee does not challenge the position of her/his name on the seniority list within fifteen (15) of the employee's working days from the date of the posting of the seniority list, then she/he shall be deemed to have proper seniority standing.

All seniority, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the employee if her/his status is altered from full-time employment to part-time employment and vice versa. For the purpose of seniority in transfer from part-time to full-time, 1500 hours equals one (1) year's service. For the purpose of seniority in transfer from full-time to part-time one (1) year's service equals 1500 hours.

12.03 (a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- i) when on leave of absence with pay;
- ii) when on approved leave of absence without pay not exceeding thirty (30) calendar days.

- iii) when absent due to disability resulting in WSIB benefits or STD or LTD benefits including the period of the disability program covered by Employment Insurance.
  - iv) when on annual vacation.
  - v) when on pregnancy, parental or adoption leave for thirty-five (35) weeks.
- (b) Seniority 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 exceeding thirty (30) calendar days.
  - ii) when absent due to lay-off to a maximum of twenty-four (24) months.
- (c) Seniority shall terminate and an employee shall cease to be employed by the Employer when she/he:
- i) resigns;
  - ii) is discharged and not reinstated;
  - iii) is absent from work in excess of three (3) working days unless a reason satisfactory to the employer is provided ;
  - iv) is on layoff for a continuous period of twenty-four (24) months;
  - v) fails to return to work within fourteen (14) calendar days after being recalled from lay-off by notice sent by registered mail unless such return, in the opinion of the Employer, is not reasonably possible. It shall be the duty of the employee to notify the Employer of any change of address. If an employee fails to do this the Employer will not be responsible for failure of notice sent by registered mail to reach such employee;
  - vi) fails to return to work following a Leave of Absence unless a reason satisfactory to the employer is provided;
  - vii) Refuses to stay or return to work in an emergency situation which seriously affects resident care, unless reasons satisfactory to the Home is given.

## 12.04

Vacancies

- (a) In the case of permanent vacancies or a new position within the bargaining unit, the Employer will post notice of such vacancies for a period of seven (7) calendar days prior to making an appointment to any such position. A copy of such notice shall be given to the Local Union. If no qualified employee applies, the Employer may then hire a new employee. The names of the successful applicant(s) shall be posted by

the Employer. An employee can exercise her/his seniority rights to apply for either full-time or part-time positions.

Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

- (b) Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:
- i) qualifications;
  - ii) ability, experience and performance;
  - iii) seniority.

Where the results of factors "i" and "ii" are relatively equal, factor "iii" shall govern. However, if senior applicants are refused a position they will be given the reason for such refusal in writing.

- (c) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of twelve (12) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (d) Temporary vacancies which occur because of sickness, accident or leave of absence which are not expected to exceed forty-five days calendar (45) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to full-time and part-time employees in the bargaining unit on the basis of seniority.
- (e) An employee who is absent due to 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 provided such position still exists.
- (f) Notwithstanding layoff notices or there being employees on layoff, the job posting requirements under this article must be followed prior to any employee being recalled from layoff.
- (g) A part-time employee who fills a temporary full-time position will be considered part-time and will be covered by the provisions of the collective agreement that relate to part-time.

12.05

- (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain, but not accumulate, her seniority held at the time of the transfer. In the event the nurse is returned 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.
- (b) In the event that a nurse is transferred out of the bargaining unit under (a) above for a specific term or task which does not exceed a period of

twelve (12) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

12.06 Lay-off

In the event that a reduction of the nursing force is required, the Employer agrees that the overall seniority will govern lay-offs, i.e. the employee with the least amount of seniority will be the first to be laid off, provided that the remaining employees are qualified to perform the available work. Employees shall be recalled to positions in the bargaining unit in the reverse order of lay-off.

The procedure for lay-off shall initially be separate for full-time and part-time until there is no employee with less seniority in the respective employment category. The Union and the Home may agree to a different procedure for lay-off and recall.

12.07 (a) The Employer will consult with the Union concerning any anticipated lay-off and the proposed manner of implementing the lay-off.

(b) An employee shall be given sixty (60) calendar days notice of permanent lay-off or pay in lieu thereof and shall be advised personally of the reason for such lay-off.

This notice shall be deemed to include the Employer's obligations under the *Employment Standards Act*, unless such obligation under *Employment Standards Act* for an individual employee would be greater, in which case that employee shall be paid in accordance with the *Employment Standards Act*.

12.08 An employee will be required to submit a written resignation at least two (2) weeks in advance of her/his terminal date except in cases of emergency.

**ARTICLE 13 – LEAVE OF ABSENCE**

13.01 Personal Leave

Written request for a leave of absence will be considered on an individual basis by the Employer. Except in the case of extenuating circumstances, a request for a leave of absence shall be made at least fourteen (14) calendar days in advance of the commencement of the requested leave. The Employer will render a decision of a leave of absence request, in writing, to the applicant within seven (7) days of receipt of such request. Such requests shall not be unreasonably withheld.

13.02 Bereavement Leave

A nurse who notifies the Home as soon as possible following a bereavement shall be granted up to three (3) consecutive scheduled working days off, without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent,

brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent of spouse or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will include a partner of the same sex. Where a nurse does not qualify under the above noted conditions, the Home may nonetheless grant a paid bereavement leave. The Home, in its discretion, may extend such leave with or without pay.

13.03

(a) Leave for Union Business

Leave of absence without pay to attend Union business will be granted to employees provided request is made in writing to the Director of Clinical Services or her/his designate at least fourteen (14) calendar days in advance of the commencement date of such leave. Only one (1) employee shall be permitted such leave and the total annual days of leave shall not exceed thirty (30) calendar days. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Home and the local Union agrees to reimburse the Home in the amount of the full cost of such and applicable benefits. Part-time employees will receive seniority credit for all leaves granted under this Article.

(b) 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/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.

(c) 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 with reasonable notice without pay up to a total of fifty (50) days annually or up to one hundred (100) days annually if the employee is the Secretary-Treasurer or the President-Elect. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leaves of absence. Leave of absence for Board Members of the Ontario Nurses' Association will be separate from the Union leave provided in part (a). 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 the employer's cost of applicable benefits.

(d) Local Coordinator Leave

The Home agrees to grant leaves of absence, without pay, to employees elected to the position of Local Co-ordinator. Subject to reasonable notice and subject to availability of staffing for the normal operation of the Home, 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.

13.04 Jury and Witness Duty Leave

If a nurse 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 nurse's duties at the Home, the nurse shall not lose regular pay for scheduled shifts because of such attendance provided that the nurse:

- (a) notifies the Home immediately on the nurse's notification that she/he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance and a receipt where available.

Where a nurse is scheduled to work on a night shift prior to a day of jury duty, the Home will attempt to reschedule the nurse's shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay to that nurse.

Where the Home is unable to reschedule the nurse and, as a result, she is required to attend jury duty during other than her regularly scheduled paid hours, she shall be paid for all hours actually spent at such hearing at her straight time hourly rate subject to (a), (b), and (c) above.

13.05 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
  - i) An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.
  - ii) Seniority and service will accrue and the Home will continue to pay the premiums for benefit plans for employees for a period of up to seventeen (17) weeks while an employee is on pregnancy leave under Article 12.05 and for a period of up to thirty-five (35) weeks while an employee is on parental leave under Article 12.06.

Seniority and service will accrue for an adoptive parent or a natural father for a period of up to thirty-five (35) weeks while such employee is on a parental leave under Article 12.06.

- (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 shall reconfirm her/his intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The employee shall be reinstated to her/his former position unless the position has been discontinued in which case she/he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her/his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 11.01 to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

The Home 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.

- (e) The Home may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 and 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of her regular weekly earnings and the sum of her Unemployment Insurance benefits and any other earnings. Such bi-weekly payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Home of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The 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.

- (g) The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for a maximum period of fifteen (15) weeks of the pregnancy leave in addition to pension contributions if applicable.

### 13.06

#### 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 by this provision.
- (b) An employee who has taken a pregnancy leave under Article 13.05 is eligible to be granted a parental leave of up to thirty-five 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 Home 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) The employee shall be reinstated to her/his former position, unless her/his former position has been discontinued, in which case she/he shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her/his probationary period. The employee shall be credited with tours worked (hours worked for employees whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 (a) to a maximum of 30 tours (225 hours for employees whose regular hours of work are other than the standard work day).

The Home 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.

- (e) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment

Insurance parental benefits pursuant to Section 18 and 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment 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 Unemployment Insurance benefits and any other earnings. Such bi-weekly payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Home of the employee's Unemployment Insurance cheque stub as proof that she/he is in receipt of Unemployment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's 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.

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.

- (f) The Employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for a maximum period of twelve (12) weeks of the parental leave in addition to pension contributions if applicable.

13.07 Leave of absence without pay 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 Employer. Such request shall not be unreasonably withheld.

Should the employee be a representative of the Employer when participating in the above, she/he shall continue to accrue seniority during such absence.

#### **ARTICLE 14 – HOURS OF WORK**

14.01 The work schedules, as posted, shall not be construed to be a guarantee of a specific number of hours of work or of days of work per week.

The normal daily tour shall be either;

- 7.5 hours (exclusive of a total of thirty (30) minute unpaid meal break and inclusive of two (2) fifteen minute paid rest periods);
- 9.5 hours (exclusive of a total of thirty (30) minute unpaid meal break and inclusive of two (2) fifteen minute paid rest periods);
- 11 ¼ hours (exclusive of a forty-five (45) minute unpaid meal break and inclusive of three (3) fifteen minute paid rest periods);

The rest periods are subject to the exigencies of resident care. The Home and the Union may agree in writing to combine meal and rest periods with different durations provided the total hours remain the same.

The normal tour may also include up to fifteen (15) minutes either at the beginning or end of the tour for the purposes of report without pay. Normal tours shall be where the majority of hours fall between the following:

Extended Hours:

Days	0800 – 2000
Nights	2000 – 0800

Regular Tours:

Days	0800 – 1600
Evenings	1600 – 2400
Nights	2400 – 0800

14.02 If an employee is unable to take her/his normal meal break due to the exigencies of resident care, such employee will be paid straight time her/his hourly rate provided the Employee has notified the Employer and given the Employer the opportunity to re-schedule such meal time within the shift.

14.03 (a) Master Scheduling Regulations

- i) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests for days off will be submitted two (2) weeks prior to posting.
- 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 tour of duty. In any event, it is understood that such a tour of duty, initiated by the employee and approved by the Employer, shall not result in overtime compensation or payment.

(b) Master Scheduling Regulations - Full-time

- i) In any two week period, at least two (2) consecutive days off must be scheduled.
- ii) Each employee shall be scheduled to work no more than two (2) weekend in four (4). A weekend will consist of fifty-six (56) consecutive hours off with the majority of the hours off being on Saturday and Sunday.
- iii) A) A period of two (2) consecutive tours off shall be scheduled between a change of tours.
- B) A shorter period of time between changes of tour may be scheduled by mutual consent.
- iv) A) An employee may not be required to change tours of duty more than once during a work week.
- B) Forty-eight (48) hours off shall be scheduled following night tours.

- v) These scheduling regulations may be waived between December 15 and January 15th so that all employees may receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve Day and New Year's Day. The Christmas schedule will be posted no later than November 15<sup>th</sup>.
- vi) Any violations of the master scheduling restrictions shall result in premium payment.

(c) Scheduling Regulations - Part-time

- i) A regular part-time employee must be available for work on a regular predetermined basis for forty-five (45) hours in a two (2) week period on the posted schedule. Once the schedule has been posted, there is no obligation for a part-time employee to accept any additional shifts that may be offered.
- ii)
  - A) The Employer agrees to schedule regular part-time employees, by seniority, according to their commitment on the posted schedule.
  - B) The Home will have met its obligation by calling the employee (whether the Employee answers or accepts the shift).
  - C) Where all regular part-time employees have been given the opportunity to work up to their committed tours, extra tours will then be offered to regular part-time employees on the basis of equitable distribution.
  - D) Where no regular part-time employee is willing to perform the available work the tour will be offered to casual part-time employees on the basis of equitable distribution.
  - E) It is agreed that the Employer is not required to offer additional tours to part-time employees that would result in premium pay.
- iii)
  - A) Part-time employees shall not be scheduled to work more than two (2) consecutive weekends.
  - B) Any violations of the master scheduling restrictions shall result in premium payment.
  - C) These scheduling regulations may be waived between December 15 and January 15th so that all employees may receive no less than five (5) consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve Day, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve Day and New Year's Day.

14.04 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.

14.05 Scheduling

- (a) The parties agree to establish a master rotation. The master rotation will not be changed without the discussion of the Union.
- (b) At least twelve (12) hours time off will be scheduled between tours.
- (c) The first tour of the day is the day tour.
- (d) Split tours will not be scheduled and paid holidays or days in lieu thereof, shall not be used to change tours.
- (e) A tour that begins or ends during the twenty-four (24) hour period of a paid holiday where the majority of hours worked fall within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.
- (f) Master schedules will be such that they reflect present practice regarding distribution of day and night shifts.

(g) Weekends:

An employee will receive premium pay for all hours worked on a third consecutive weekend save and except where:

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

Weekend Definition

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.

- (h) It is understood that there will be no additional cost factor to the Home by implementation of extended tours.
- (i) The parties agree to meet at the request of either party to discuss any concerns with extended tours or to discuss any changes to this Letter of Understanding.

(j) 12 Hour Tours

- i) The normal daily tour will be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of a total of forty-five (45) minutes of paid meal time.
- ii) The hours of work will be seventy-five (75) hours per pay averaged over a six (6) week Schedule.
- iii) Regular Part-time nurses will not be scheduled for more than three (3) consecutive extended tours.

**ARTICLE 15 – OVERTIME AND PREMIUM PAYMENT**

15.01 Overtime compensation of double her/his regular straight time hourly rate shall be paid to an employee for all work in excess of eight (8) or ten (10) or (12) hours on a paid holiday or on a tour which she/he receives time and one-half (1½) her/his regular straight time hourly rate.

15.02 Effective December 4, 2009, an employee shall be paid a shift premium of one dollar and seventy cents (\$1.70) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and five cents (\$2.05) for each hour defined as the night shift. Tour differential shall not form part of the employee's straight time hourly rate.

Effective April 1, 2010, an employee shall be paid a shift premium of one dollar and eighty-five cents (\$1.85) per hour for each hour worked which falls within the hours defined as an evening shift and two dollars and twenty-five cents (\$2.25) for each hour defined as the night shift. Tour differential shall not form part of the employee's straight time hourly rate.

15.03 Overtime slips must be presented to the Director of Clinical Services for authorization. No overtime premium shall be paid where overtime worked by the employee was occasioned by her/his previous absence for personal reasons.

15.04 Overtime premium or premium pay shall not be paid twice for the same hours worked.

15.05 An employee who is called in or reports for work as scheduled shall receive a minimum of four (4) hours pay.

15.06 Cancellation of Part-time Employees

If the Employer changes the work schedule without a least twenty four (24) hours advance notice of the scheduled reporting time, the employee will receive time and ½ her regular rate of pay for her next scheduled shift; such provision does not apply where the Employee mutually agrees.

15.07 Relieving the Director of Clinical Services

Effective November 1, 2007, the Employer may designate a nurse as Nurse-in Charge on a unit or for the facility. A designated nurse in charge will receive one

dollar (\$1.00) per hour in addition to her/his regular hourly rate salary. Consideration will be given to the senior RN.

15.08 Effective December 4, 2009, an employee shall be paid a weekend premium of two dollars and twenty cents (\$2.20) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon.

Effective April 1, 2010, an employee shall be paid a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight (48) hour period as the local parties may agree upon.

If an employee is receiving premium payment under any scheduling regulation with respect to consecutive weekends worked, she/he will not receive weekend premium under this provision.

## **ARTICLE 16 – HOLIDAYS**

16.01 (a) All full-time and part-time employees shall receive the following holidays without loss of pay:

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in February)	
Good Friday	Labour Day
Thanksgiving Day	Easter Monday (Full-Time only)
Christmas Day	Victoria Day
Boxing Day	Canada Day

In addition to the foregoing, full-time employees shall be entitled to one (1) floating holiday at a time to be mutually agreed upon between the employee and the Director of Clinical Services. To qualify for payment of a holiday an employee must meet the conditions established in the Employment Standards Act unless otherwise specified herein.

(b) Stat holidays may be accumulated and carried forward up to six (6) months.

(c) When an employee works on a holiday or when a holiday falls on a scheduled day off, any compensating time off may be accumulated and taken at a mutually agreeable time.

16.02 When a full-time and part-time employee works on a holiday she/he shall receive premium pay at the rate of time and one-half (1½) for the first twelve (12) hours worked on such holiday and shall receive another day off with pay if qualifies under the Employment Standards Act or at the option of the employee she/he shall receive premium pay at the rate of 2 ½ times for the first twelve (12) hours worked on such holiday.

16.03 When a holiday falls, within an employee's vacation period, it shall be added to the end of her/his vacation or scheduled at a mutually agreeable time provided such employee qualifies for payment for the holiday.

- 16.04 The Employer shall endeavour to arrange for paid holidays off to be divided equitably among the employees.
- 16.05 Employees who are in receipt of sick leave or bereavement leave on a paid holiday shall receive another paid day off in lieu of such holiday, provided such employee qualifies for payment.

### **ARTICLE 17 – VACATIONS**

- 17.01 All full-time employees shall be granted vacations without loss of pay as follows:
- 1.25 days for each month of employment for less than one (1) year service.
- Effective January 1, 1992:
- |                                |       |
|--------------------------------|-------|
| 3 weeks after 1 year service   | - 6%  |
| 4 weeks after 4 years service  | - 8%  |
| 5 weeks after 10 years service | - 10% |
| 6 weeks after 18 years service | - 12% |
| 7 weeks after 28 years service | - 14% |
- 17.02 Requests for vacation shall be submitted by no later than September 30 and the Home will approve vacation based on its quota and resident care needs, posted by October 31 for January 1 to June 30.
- Requests for vacation shall be submitted by no later than March 31 and the employer will approve vacation based on its quota and resident care needs, posted by April 30 for July 1 to December 31. For such requests seniority will prevail for conflicts in dates.
- Any vacation requested after the submission dates will be scheduled at the discretion of the Home without regard for seniority. The Employer will make a reasonable effort to reply to the nurse's request within one week of the employee submitting such written request.
- For any vacation requested within the submission dates but not approved, the Home and the employee will meet to make their best efforts to agree upon alternate vacation dates. There shall be no carry forward except for extenuating circumstances at the discretion of the Home.
- A full-time nurse will be allowed to carry forward one week of vacation If the employer is unable to grant the nurses vacation request due to resident care needs.
- 17.03 (a) Vacation pay for full-time employees is based on salary continuance.
- (b) Vacation pay for part-time and casual employees shall be paid annually, as a lump sum by January 31<sup>st</sup>.
- 17.04 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay on a separate cheque.

- 17.05 (a) All part-time employees shall receive an annual vacation (with pay as set down below in accordance with her/his years of employment) as follows:

1 year of service = 1500 hours of work

Less than one year	- 1.25 days for each month, prorated
1 year or more	- 3 weeks
4 years or more	- 4 weeks
10 years or more	- 5 weeks
18 years or more	- 6 weeks
28 years or more	- 7 weeks

- (b) Vacation pay shall be based on applicable percentage of gross earnings in the preceding year as follows:

less than 3 years of employment	- 6%
less than 10 years of employment	- 8%
10 years or more of employment	- 10%
18 years or more of employment	- 12%

All vacation pay will be paid in separate itemized cheques.

- i) A part-time employee's hours of service of employment shall be calculated on the basis of time running from and including the day that the part-time employee became an employee of the Home.
- ii) For purposes of clarity, years of employment shall be calculated on the basis of a part-time employee's, number of completed tours  
1 year = 1500 hours of work.

- 17.06 For the purpose of vacation entitlement, length of continuous service, for those employees who have elected to change their status from full-time to part-time or vice versa, shall mean combined service as both full-time and part-time.

17.07 Illness During Vacation

- (a) Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (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) The portion of the employee's vacation, which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.

- 17.08 Where an employee with less than one year employment requests a leave of absence for vacation the Employer may grant a period of two weeks with or without pay, with payment being based on earned entitlement. Such requests shall not be unreasonably denied.

17.09 Vacation Interruption due to Bereavement

When an employee's scheduled vacation is interrupted due to a bereavement leave in accordance with Article 12.02 the portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.

17.10 The Employer will make a reasonable effort to avoid cancelling approved vacation.

**ARTICLE 18 – INSURANCE AND PENSION PLANS (FULL-TIME ONLY UNLESS SPECIFICALLY INDICATED)**

18.01 Semi-Private Coverage

The Employer agrees to contribute seventy five percent (75%) of the billed premium for semi-private hospitalization insurance for each full-time eligible employee.

18.02 Extended Health Plan

The Employer agrees to contribute seventy-five percent (75%) of the billed premium, of the Extended Health Plan for each full-time eligible employee.

18.03 Dental Plan

The Employer agrees to contribute seventy-five percent (75%) of the billed premium for a dental plan for each full-time employee that provides the following benefits:

Examinations  
 Consultations  
 Specific Diagnostic Procedures  
 X-Rays  
 Preventative Services  
 Fillings  
 Extractions  
 Anaesthesia Services  
 Equivalent to Blue Cross #9  
 Ortho

Such benefits shall be paid in accordance with a current less one-year (1) Ontario Dental Association fee schedule.

18.04 Life Insurance

(a) The Employer shall provide all employees with life insurance coverage of two (2) times annual earnings to a maximum of \$100,000 if not already a multiple thereof and shall pay one hundred percent (100%) of the premium.

- (b) The Employer shall provide a Double Indemnity Accidental Death and Dismemberment Plan and shall pay one hundred percent (100%) of the premium.

18.05 A full-time employee will earn sick leave credits at the rate of 1.25 days per month to a maximum of six (6) days per calendar year. Upon successful completion of the probationary period, a full-time employee will be credited with six (6) sick leave credits. Sick leave credits are not payable on termination of employment and are not carried forward to the next calendar year.

18.06 Short Term Disability Insurance

The Employer shall pay one-hundred percent (100%) of the billed premium for a short term disability plan for all full-time employees. The plan will provide coverage for seventy-five percent (75%) of an employee's gross earnings up to a maximum of two thousand five hundred dollars (\$2,500) per pay. This shall become payable after an elimination period of 1<sup>st</sup> day hospital, 1<sup>st</sup> day accident and 4<sup>th</sup> day sickness to a maximum of seventeen (17) weeks.

18.07 Long Term Disability Insurance

The Employer shall pay one-hundred percent (100%) of the billed premium for a long term disability plan for all full-time employees. The plan will provide coverage for sixty-six and two thirds percent (66 2/3%) of an employee's gross earnings. This shall become payable after an elimination period of one hundred and twenty (120) consecutive days (seventeen weeks) and will continue as long as the employee is disabled or until she/he reaches age 65, whichever comes first.

18.08 Vision Care Plan

The employer agrees to contribute 75% of the billed premium of the vision care plan for full-time employees. The vision care benefit will provide the following:

- (a) Ocular examination including refraction limited to not more than one in any continuous period of twenty-four (24) months for an adult and not more than one in any continuous period of twelve (12) months for dependent child.
- (b) Treatment of eye for accidental injury or disease.
- (c) Diagnostic services for suspected disease.
- (d) Cost of frames, lenses, and fitting of prescription glasses excluding any charges in excess of \$300.00 in any continuous period of twenty-four (24) months.
- (e) The cost of fitting contact lenses prescribed as necessary for severe deformity of eye excluding any charges in excess of \$300.00 in any continuous period of twenty-four (24) months.
- (f) Visual training by a licensed optometrist.

18.09 O.M.E.R.S.

The Ontario Municipal Employees' Retirement System (O.M.E.R.S.) Pension Plan shall be available to all full-time and part-time employees according to the terms and conditions of the plan.

18.10 Benefits while on Sick Leave and/or Long Term Disability

The Home agrees to continue its share of the premiums for Health and Welfare Benefits under Article 18 while an employee is on sick leave including the Unemployment Insurance period, or on Long Term disability to a maximum of eighteen (18) months.

- 18.11
- (a) The Employer shall provide each nurse with Information Booklets outlining all of the current provisions in the Benefits and the Sick Leave/Long Term Disability Plan defined in Article 18.
  - (b) The Home shall notify the Association of the name(s) of the carrier(s) which provide the benefit plans and the Sick Leave/LTD Plan defined in Article 20.
  - (c) The Employer may substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. The Employer shall discuss with the Association any change in the carrier or underwriter for any plan at least one month before implementing such plan. The Employer will provide the Union with a summary outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans.

- 18.12 Any dispute which may arise concerning a nurse's entitlement to short term or long term benefits may be subject to grievance and arbitration under the provisions of this Agreement. The Union agrees that it will encourage a nurse to utilize the carrier's medical appeals process, if any, to resolve disputes.

**ARTICLE 19 – MISCELLANEOUS**

- 19.01 The Employer agrees to provide one (1) bulletin boards for the sole use of the Union.
- 19.02 A copy of this Agreement in mutually suitable form will be issued by the Employer, within sixty (60) days of signing, to each employee now employed, and as employed. The Employer shall bill the local Union for fifty percent (50%) of the costs.
- 19.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean plural.
- 19.04 Prior to implementing any change in written rules, regulations, or policies which directly affects the employees the Home will provide written notice to the Local President.

- 19.05 Within fourteen (14) days of receipt of a written request from the nurse, the Home will provide the nurse with a letter detailing her or his employment date(s), period(s) of service and positions held at the Home, provided such information remains of file with the Home.

## **ARTICLE 20 – COMPENSATION**

- 20.01 (a) All employees shall be compensated for their services in accordance with Appendix "A" and Appendix "B".

(b) Graduate Non-Registered Nurse

A graduate nurse on presentation of registration or proof of success in passing her/his registration examination, shall be given registered nurse's salary retroactive to date of employment or date of writing examination, whichever is the later.

A nurse whose status is changed from non-registered to registered shall retain her/his increment level and her/his service review date.

20.02 Recognition of Related Experience

A claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Home by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Home will credit a new nurse with one (1) annual service increment for each year of experience up to a maximum of step seven (7) of the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home. The Home may also give effect to part-time nursing experience in special circumstances.

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

If the parties are unable to agree to the rate of pay, the matter may then be submitted to arbitration as provided for in this Agreement, provided application for arbitration is made within fifteen (15) calendar days of the said meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with other nursing

classifications within the Home, having regard to the requirement of such classification.

- 20.04 (a) Part-time nurses will receive thirteen percent (13%) in lieu of fringe benefits.
- (b) For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

### **ARTICLE 21 - RENEWAL**

- 21.01 This Agreement shall continue in full force and effect up to and including March 31, 2011.

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.

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

- 21.02 Increases to the salary schedule shall be retroactive and apply to all employees in the bargaining unit as of April 1, 2006 on the basis of each hour paid to them from April 1, 2006 to the date the salary rates are increased. Such retroactive pay shall be paid out within two pay periods (approximately four weeks) of ratification. Any new employees hired since April 1, 2006, shall be entitled to a pro rated adjustment to their remuneration from their date of their employment. The Home shall be responsible to contact in writing at their last known addresses any employees who have left since April 1, 2006, to advise them of their entitlement to any retroactive adjustment within fifteen (15) days following ratification. Such employees will have a period of thirty (30) days after the mailing of the notice in which to claim such adjustments, and not thereafter.

### **ARTICLE 22 – WORKPLACE SAFETY AND INSURANCE BOARD/MODIFIED WORK PROGRAMME**

- 22.01 (a) Prior to any employee returning to work off W.S.I.B. on a modified/light/alternate work program, the Employer will notify and meet with members of the Local executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the Collective Agreement shall prevail over any provisions of this Agreement in the event of a conflict if so desired by the employee.
- (b) The Employer agrees to supply the injured employee with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease).

- 22.02 If an employee becomes disabled in accordance with the Human Rights Code definition and unable to carry out completely the functions of her/his position, the Employer will endeavour to find alternate employment within the Home for that employee, as per the limits of the Code.

**ARTICLE 23 – JOB SHARING**

23.01 If the Home agrees to a job sharing agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- (a) Job sharing requests with regard to full-time positions shall be considered on an individual basis.
- (b) Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Director of Clinical Services.
- (c) The above schedules shall conform with the scheduling provisions of the Collective Agreement.
- (d) Each job sharer may exchange shifts with her/his partner, as with other employees as provided by the Collective Agreement.
- (e) The job sharers will be covered by the part-time provisions of the Collective Agreement and paid the percentage in lieu of benefits.
- (f)
  - i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
  - ii) It is understood that only one (1) of the job sharers will work either Christmas or New Year's and the other job sharer will have time off or premium pay will apply.
- (g) Coverage:
  - i) It is expected that both job sharers will cover each other's incidental illnesses and vacation. If, because of unavoidable circumstances, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
  - ii) Vacation, Maternity Leave, and other leaves pursuant to Article 14 of the Collective Agreement.
  - iii) This agreement does not preclude a job sharer applying to a temporary position.

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Director of Clinical Services, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- (h) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- (i) Any incumbent full-time employee wishing to share her/his position, may do so without having her/his half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (j) If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she/he is qualified. If she/he does not continue full-time, the position must be posted in accordance with the Collective Agreement.

Discontinuation:

- (k) Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

It is understood and agreed that if the original full-time employee wishes to return to her/his full-time position all other involved employees will revert to their former positions.

**SIGNING PAGE**

Signed at North Bay, Ontario this 29<sup>th</sup> day of June, 2010.

FOR THE EMPLOYER

*[Signature]*  
*[Signature]*  
*C. Ross*  
   
 

FOR THE ASSOCIATION

*J. Prepp*  
Labour Relations Officer

**LETTER OF UNDERSTANDING**

**Between:**

**CASSELLHOLME HOME FOR THE AGED**  
(hereinafter referred to as the "Employer")

**And:**

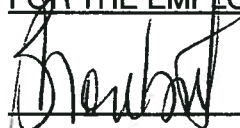


**ONTARIO NURSES' ASSOCIATION**  
(hereinafter referred to as the "Union")


Re: Staffing

This letter of understanding will not be included in the text of the Collective Agreement or be attached to it. However, it will be enforceable through the grievance and arbitration procedure for the duration of this Collective Agreement.

- (a) The Union Management Committee shall engage in meaningful discussions respecting the Pricewaterhouse Coopers report. The committee shall meet within four (4) weeks of any request by either party to convene a meeting and there shall be no minimum or maximum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
- (b) The Home will consider a College Of Nurses of Ontario practice setting a consultation. In the event that the Home exercises its discretion to make a request, the Home shall pay the costs, share any reports with ONA and consult with the Local ONA President with respect to the appointment of one (1) RN representative on the focus group.
- (c) The Employer shall ensure that a representative of management and an ONA representative attend together one (1) of the sessions put on by the College of Nurses in Ontario on the new RN/RPN guidelines as soon as possible following this agreement.

Dated at Noth Bay, Ontario this 29<sup>th</sup> day of June, 2010.

FOR THE EMPLOYER  
  
  


FOR THE ASSOCIATION  
  
 Labour Relations Officer  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between:**

**CASELLHOLME HOME FOR THE AGED**  
(hereinafter referred to as the "Employer")

**And:**

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

Re: Supernumerary Positions

The Employer may introduce supernumerary positions. No appointment will be made to a supernumerary position without prior discussion with the Union.

Dated at North Bay, Ontario this 29<sup>th</sup> day of June, 2010.

FOR THE EMPLOYER

[Signature]  
[Signature]  
C. Ross  
\_\_\_\_\_

FOR THE ASSOCIATION

[Signature]  
Labour Relations Officer  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between:**

**CASELLHOLME HOME FOR THE AGED**  
(hereinafter referred to as the "Employer")

**And:**

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

Re: Part-Time Commitment

Further to Article 14.03 Gail Powers will be limited to 33.75 hours in a two week period.

Dated at North Bay, Ontario this 29<sup>th</sup> day of June, 2010.

FOR THE EMPLOYER

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE ASSOCIATION

[Signature]  
Labour Relations Officer  
[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**Between:**

**CASSELLHOLME HOME FOR THE AGED**  
(hereinafter referred to as the "Employer")

**And:**

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

**Re: Innovative Unit Scheduling**

Schedules other than those included in Articles 14.01 may be developed in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The Parties agree that such innovative schedules may be determined by the Home and the Union subject to the following principles:

- (a) Such schedules shall be established by mutual agreement of the Home and the Union;
- (b) These schedules may pertain to full-time and/or part-time nurses;
- (c) The introduction of such schedules and trial periods, if any, shall be determined by the parties and recorded in a Letter of Understanding. Such schedules may be discontinued by either party with three months notice as determined in the Letter of Understanding;
- (d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE EMPLOYER**  
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**FOR THE ASSOCIATION**  
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 \_\_\_\_\_

**SCHEDULE "A"****Classification - Registered Nurse**

	<b>Effective <u>April 1, 2008</u></b>	<b>Effective <u>April 1, 2009</u></b>	<b>Effective <u>April 1, 2010</u></b>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

**SCHEDULE "B"**

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

1. Gayle Mackay
2. Jane Harvey
3. Anita Robertson