

**COLLECTIVE AGREEMENT**

Between:

**THE COUNTY OF LANARK**

And:

**ONTARIO NURSES' ASSOCIATION**

Expiry Date: March 31, 2011

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COLLECTIVE AGREEMENT

Between

THE COUNTY OF LANARK  
(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

And

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

PARTY OF THE SECOND PART

The parties hereto agree as follows:

**ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Registered Nurses covered by this Agreement. This Agreement provides for 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. Salaries, hours of work and other conditions of employment are established by mutual agreement.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible nursing care and health protection for residents. It is agreed that appropriate ongoing committees will function toward this objective.

**ARTICLE 2 - RECOGNITION AND DEFINITIONS**

- 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 by Lanark Lodge save and except the Nurse Manager and persons above the rank of Nurse Manager and Director, Resident Care.
- 2.02 (a) A full-time nurse is an employee who regularly works 37½ hours per week.
- (b) A part-time nurse is an employee who regularly works less than 37½ hours per week.
- 2.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario in accordance with *The Regulated Health Professions Act*, as amended. A Registered Nurse is required to present to the Director, Resident Care by the 15th of February of each year, her or his current registration certificate or proof of payment.

- 2.04 The word "nurses" when used throughout this Agreement shall mean persons included in the above described Bargaining Unit.
- 2.05 Wherever Collective Agreements make reference to "registered nurses" such references shall be amended to reflect the appropriate designation established by the *Registered Health Professions Act*.

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

- 3.01 The Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, discharge, direct, promote, classify, transfer, lay-off, recall, suspend, or otherwise discipline employees, provided that a claim by an employee that she or he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
  - (c) make, enforce and alter from time to time reasonable rules, policies and regulations to be observed by the employees, provided that such rules, policies and regulations shall not be inconsistent with the provisions of this Agreement.
  - (d) Generally to manage the operation and undertakings of the Home for the efficient operation or economical carrying out of the operations and undertakings of the Home.
  - (e) Introduce new practices or services, to expand, reduce, eliminate, change, or modify present services and practices.
- 3.02 The Employer recognizes that the rights described in this article shall be exercised in a manner consistent with all provisions of this Agreement.

### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employees by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex, marital status or any grounds prohibited by the Human Rights Code of Ontario.
- 4.02 There shall be no discrimination by the Employer against any employee on account of membership in or legal activities on behalf of the Union.

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

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of

the words "strike" and "lockout" shall be as defined in the *Labour Relations Act* R.S.O. 1970 Chapter 232 as amended.

## **ARTICLE 6 - UNION COMMITTEE AND REPRESENTATIVES**

### 6.01 Union Representative & Grievance Committee

- (a) The Employer agrees to recognize a Union Representative to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.
- (b) The Employer will recognize a Grievance Committee of two Union members from the Home. This Committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.
- (c) It is agreed that Union Representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first obtaining permission from their immediate supervisor. When resuming their regular duties and responsibilities such representatives shall again report to their immediate supervisor. The Home agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 6.02 Employee/Management Committee

- (a) There shall be an Employee/Management Committee comprised of two representatives of the Employer, one of whom shall be the Director, Resident Care or her or his designee, and two representatives of the Union.
- (b) The Committee shall meet every two (2) months unless otherwise agreed and as required. The duties of Chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any. Copies of the record shall be provided to Committee members.
- (c) The purpose of the Committee includes:
  - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern;
  - ii) discussing and reviewing matters relating to orientation and inservice programs.
- (d) The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings.
- (e) The Employee/Management Committees may meet jointly on matters of mutual concern.

- 6.03 The Employer will recognize a Negotiating Committee comprised of two (2) representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to provide for payment at regular pay to members of the Negotiating Committee who are required to negotiate during a regular scheduled shift, up to and including mediation.

Time Off for Negotiations and Labour Management Meetings

Union representatives who sit on the negotiating and/or the labour management committee(s) shall be entitled to remuneration at her/his regular rate of pay for time lost from work while in attendance at such meetings.

If the Bargaining Unit President is a part-time employee, the employer will pay for all hours spent to a maximum of four (4) days with pay while negotiating a new collective agreement up to but not including arbitration and with the employer for Labour Management meetings.

- 6.04 (a) Health & Safety Committee

Recognizing their responsibility under the Occupational Health and Safety Act, the parties agree that they will take all steps necessary to comply with relevant legislation.

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

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

- (c) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*.

- (d) The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Nurses who regularly work alone or who are isolated in the workplace.
- Other sharps and wellness initiatives

- 6.05 All joint Employer Association meetings shall be scheduled where practical during the nurse's regular working hours. The Employer will provide replacement staff where operationally required.
- 6.06 The Union will provide the Employer with the names of its officers and committee members. This list will be revised when changes occur.
- 6.07 The Union Committee shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.

#### **ARTICLE 7 - UNION SECURITY**

- 7.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.
- 7.02 Such dues shall be deducted on the first day in the month that the employee works for the Employer. In the case of newly employed employees, such deductions shall commence in the month following the date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Provincial Secretary Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Provincial Secretary Treasurer of the Union. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made and their social insurance numbers.
- 7.06 The Employer will provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.
- 7.07 The Employer agrees that a Union member shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. During such interview, membership forms may be provided to the employee.

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

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

##### **STEP #1**

An employee or the Union on her/their behalf or in its own stead may present a grievance in writing to the Director, Resident Care. Such grievances must be presented within ten (10) days of the date of its occurrence or when it came to the attention of the employee or the Union.

The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties.

The Director, Resident Care shall render a decision in writing within five (5) days following the day on which the grievance was submitted if no meeting is held or within five (5) days if the meeting is held. If this decision is unsatisfactory to the employees or the Union, Step #2 may be followed within five (5) days.

### STEP #2

Failing settlement at Step 1, the grievance may be referred to the Director of Lanark Lodge or his/her designate who shall call a meeting as soon as practical. Within five (5) days following the meeting the Director of Lanark Lodge shall reply in writing to the Chair of the Grievance Committee

Such grievances must be presented within ten (10) days of the date of its occurrence or when it came to the attention of the employee or the Union.

### STEP #3

Failing settlement at Step 2, the Union may submit the grievance to the Chief Administrative Officer or his/her designate who shall call a meeting within ten (10) days unless extended by the parties as per Article 8.11. Within ten (10) business days following the meeting the Chief Administrative Officer shall reply in writing to the Union.

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step #3 is given, the grievance shall be deemed to have been abandoned. Where such written request is postmarked within thirty-four (34) calendar days after the decision under Step #3, it will be deemed to have been received within the time limits.

8.02 If the Union or the Employer so wishes, they may present any grievance in writing in the form of a policy grievance at Step #2 of the Grievance Procedure.

8.03 Notwithstanding any other provision in this Article should the Employer discharge, suspend or discipline an employee(s), notification by the Employer to such employee shall be made in the presence of a member of the Union if the aggrieved employee so wishes.

Should the employees or the Union wish to file a grievance against the discharge, suspension, or discipline, it shall be reduced to writing and filed within ten (10) days under Step #2 of the Grievance Procedure.

8.04 **Policy/ Association Grievance**

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

8.05 The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

8.06 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairman shall be borne equally by the parties. Arbitration hearings shall be held in the community of the Employer or at such other places as may be agreed upon by the Union and the Employer.

8.07 The sole arbitrator/Arbitration Board may make such decision as in the circumstances it deems just and equitable and may vary or set aside any penalty or discipline imposed and shall have full jurisdiction to settle all matters relating to or arising out of the Collective Agreement.

8.08 Any time limit referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays, and holidays observed by the Employer and the days off of the aggrieved employee.

8.09 (a) The sole arbitrator/arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

(b) The sole arbitrator/arbitration board shall not have any jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this agreement.

8.10 (a) Before any grievance is submitted to arbitration, the parties may meet with a Grievance Mediator in order to attempt to resolve such grievance. The parties may refer any number of outstanding grievances to the Grievance Mediator for possible resolution. Each party shall pay one-half (1/2) of the fees and expenses of the Grievance Mediator.

(b) When either party requests that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following panel of sole Arbitrators:

Gail Brent  
Felicity Briggs  
Jane Devlin  
Louisa Davie, or  
Paula Knopf

If a grievance has already been submitted to one of the Panel of Arbitrators, then any subsequent grievances shall be submitted to the next Arbitrator on the Panel. In order to accept an appointment, the Arbitrator must agree to render an award within thirty (30) days of the last day of hearing.

- (c) In the event that the parties mutually agree to refer a grievance to a tripartite Arbitration Board, the party requesting arbitration shall advise the other of its nominee to the Arbitration Board. Within ten (10) days thereafter, the party shall answer in writing, indicating the name and address of its appointee to the Arbitration Board. The Chair shall be selected from the Panel of Arbitrators set out in paragraph (b) above. If the recipient of the notice fails to appoint its nominee, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- (d) Once appointed, the Arbitration Board or single Arbitrator shall have all the powers set out in Section 50 of the *Labour Relations Act* including the power to mediate/arbitrate the grievance, the power to impose a settlement and to limit evidence and submissions.

8.11 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the Labour Relations Act.

## **ARTICLE 9 - JOB SECURITY**

9.01 New employees shall be on probation for a period of 450 hours worked. The employment of probationary employees may be terminated at any time at the discretion of the Employer. The Employer in exercising this right, however, shall not act in a discriminatory, arbitrary or bad faith manner. On completion of the probationary period, the employee shall be credited with seniority back to the date he or she was hired. Subject to the above, a probationary employee may grieve their termination.

9.02 (a) The Employer will keep up-to-date separate seniority lists for both full-time and part-time employees, post the same in a conspicuous place, revise the same semi-annually and supply copies of same to the Union.

(b) The seniority list referred to in 9.02 (a) above shall be calculated using hours worked and paid for, hours not worked and paid for. For the purpose of the preparation of the initial list, service from the date of employment shall be used for the calculation.

(c) The seniority lists referred to in 9.02(a) above are combined.

### 9.03 Seniority Retained and Accumulated

(a) Seniority and service for nurses shall be retained and accumulated when an employee is absent from work under the following conditions:

- i) When on approved leave of absence with pay;
- ii) When on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

- iii) When on pregnancy or parental leave.
- iv) When in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer;
- v) For full-time nurses, when in receipt of illness allowance including LTD;
- vi) For part-time nurses, when absent due to illness or injury in excess of thirty (30) consecutive calendar days.

The rate of accumulation of seniority and service for part-time nurses will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy/parental leave, WSIB, or illness or injury that exceeds thirty (30) consecutive calendar days.

- (b) Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
  - i) when on an approved leave of absence without pay, not provided for in (a) above.
  - ii) when absent due to layoff for a period of twenty-four (24) calendar months;
- (c) An employee shall lose all seniority and shall be deemed terminated if he or she:
  - i) resigns;
  - ii) is discharged and not reinstated;
  - iii) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
  - iv) is laid off for more than twenty-four (24) calendar months;
  - v) retires.

9.04 In the case of all vacancies the Employer will post notices of such vacancies for seven (7) calendar days prior to making an appointment to any such position in order that any interested employee may apply. A copy of such notice shall be sent to the Union. The names of the successful applicants shall be posted by the Employer.

- 9.05 (a) In all cases of job vacancies the following factors shall be considered:
- i) ability, experience, performance, skills, knowledge and academic qualifications;
  - ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing.

#### 9.06 Temporary Transfer Outside the Bargaining Unit

- (a) The Employer will outline to the employee selected to fill a temporary vacancy, the circumstances giving rise to the vacancy, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. Any vacancy which is not created through an illness or leave of absence shall be deemed to be a permanent vacancy.

If the temporary vacancy is extended for three (3) months or more, the extension shall be posted in accordance with Article 9.04.

- (b) An employee who is transferred to a position or successfully competes for a temporary position outside the bargaining unit for a period of more than three (3) months, but not more than one (1) year shall retain, but not accumulate, her or his seniority held at the time of the transfer or at the time that the temporary position is awarded.
- (c) An employee must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or she or he will lose all seniority held at the time of the subsequent transfer.
- (d) In the event that an employee is transferred to a position outside the bargaining unit or is awarded a temporary position outside of the bargaining unit for a period in excess of one (1) year, she or he will lose all seniority held at the time of transfer or at the time that the temporary position is awarded. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her or his return to the bargaining unit.
- (e) It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.
- (f) An employee who accepts a transfer under Article 9.06 will be not be required to pay Union dues for any complete calendar month during which no bargaining unit work is performed.

#### 9.07 Layoffs and Recall

- (a) The layoff of employees shall be in reverse order of seniority providing that employees remaining are qualified to perform the available work. Probationary employees shall be laid off first.

Full-time layoffs shall be separate from part-time layoffs. Notwithstanding this provision, when full-time or part-time employees choose to bump and there are no employees with less seniority on the applicable full-time or part-

time seniority list as the case may be, then the lists will be merged for purposes of bumping.

Consistent with the opportunity to bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

The decision of the employee to choose to bump must be given to the Employer in writing within seven (7) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

No agency or new hires will be used when there is an employee on layoff provided that the employees on layoff are qualified to perform the available work.

Recall to a regular part-time or full-time position shall be in order of seniority. Notice of recall will be sent by registered mail. An employee will respond within seven (7) calendar days and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

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

(b) Layoff and Recall - Long Term

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

- i) Provide the Union with at least ninety (90) days written notice, or the notice.
- ii) Meet with the Union to review the following:
  - A) the reasons causing the layoff;
  - B) the service which the Home will undertake after the layoff;
  - C) the method of implementation, including areas of cutback and the employees to be laid off.
- (c) It is understood that permanent or long term nature means a layoff which will be longer than thirteen (13) weeks.

In the event of a layoff of a permanent or long term nature, the Home will provide to the affected employee(s), if any, no less than ninety (90) days written notice of layoff, or pay in lieu thereof.

- (d) Severance pay will be in accordance with the provisions of the Employment Standards Act.

9.08 Seniority shall be retained by an employee when she or he elects to transfer from full-time to part-time and vice versa.

- 9.09
- (a) The Employer will assign at least the same number of bargaining unit tours that were scheduled on each shift of each day of the last week ending prior to March 31, 1999.
  - (b) In the event the Employer cannot meet their commitment, it shall so notify the Union and fully disclose the reasons thereof.
  - (c) If the failure to staff is a legitimate recruitment issue, there shall be no violation of this Agreement. The Employer will make best efforts to recruit a replacement.
  - (d) Further, if there is significant reduction in beds, occupancy levels or funding below the levels in effect as of March 31, 1999, a reduction in the complement shall not constitute a breach of this Agreement, as long as the reduction is not greater than necessary to offset the funding reduction.
  - (e) It is understood that this provision does not restrict the exercise of management's rights to make staffing and work assignment decisions on a day-to-day basis.
  - (f) If there is any other reason for the failure to staff in accordance with this article, the Union and Employer will attempt to find a resolution and if unable to do so, the matter may be referred to Arbitration.
  - (g) The Arbitrator/Arbitration Board will have authority to determine whether the reduction in staffing was appropriate and shall have jurisdiction to award an effective remedy.
  - (h) 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 Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.

#### **ARTICLE 10 - EVALUATIONS AND ADVERSE REPORTS**

- 10.01 When any type of evaluation, progress report or assessment related to performance, nursing practice or other employment related matters are completed for any employee it is understood that such employee shall be given an opportunity to sign the document, indicate any area of disagreement and be provided with a copy of the document if the employee so requests.
- 10.02 Provided an employee has an eighteen (18) month discipline free record, any disciplinary records (letters of reprimand, suspensions or other sanctions) shall be removed from the employee's personnel file.
- 10.03 Upon written request an employee may review her or his personnel file in the presence of Human Resource Department Staff.
- 10.04 In the event of an investigation of a grievance involving discipline or promotion, an employee may review her or his personnel file in the presence Human Resource Department Staff and her or his Union Representative or Committee Member.

## **ARTICLE 11 - LEAVES OF ABSENCE**

11.01 Written requests for leave of absence will be considered on an individual basis by the Director. Such requests are to be made as far in advance as possible and a written reply will be given as soon as possible.

It is understood that leave of absence with or without pay may be granted for the purposes other than those listed below.

11.02 Employees may be allowed leave of absence with pay, tuition fees and reasonable travel and living expenses for approved short courses, workshops, seminars and professional meetings. Selection of the employees shall be made on an equitable basis from those who apply to attend such program.

11.03 Bereavement Leave

In the event of a death in the immediate family, the following leave shall be granted:

- (a) Five (5) consecutive calendar days without loss of pay on the death of a spouse (spouse will include same sex partner), child, ward of an employee, parent, guardian, brother, sister, mother-in-law, father-in-law, foster parent, stepchild, adopted child.
- (b) Three (3) consecutive calendar days without loss of pay on the death of a fiancé, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law.
- (c) One day with pay for an aunt and/or uncle, providing they would be qualified as aunt and/or uncle defined as brother or sister of a parent, and any other relative living in the same household or any other relative for whom an employee is required to administer bereavement responsibilities defined as Eulogist or Pall bearer.
- (d) An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation.
- (e) The leave must be taken at the time of the funeral.

11.04 (a) Union Leave

Upon written request, leave of absence without pay shall be granted to employees for Union business, providing operational requirements can be met. Permission for such leave will not be unreasonably withheld.

Leave of absence will be granted according to the following:

- i) No more than two (2) employees shall be on leave at any one time.
- ii) The aggregate total shall not exceed twenty (20) days in any calendar year.

iii) The Employer shall not be responsible for overtime payment for any employee who may be required to work in place of another employee who is absent on Union business.

iv) The Union will give at least two (2) weeks' notice when possible.

(b) Leave of Absence for Workers on the Board of Directors of the Ontario Nurses' Association

An employee who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of one hundred (100) days annually. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

(c) Leave of Absence for the President of the Ontario Nurses' Association

An employee who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave(s) of absence without loss of seniority and benefits up to two (2) years.

(d) An employee who is elected to a Provincial Committee of the Ontario Nurses' Association, shall be granted upon request such leave(s) of absence as she or he may require to fulfil the duties of her or his position. Reasonable notice shall be given to the Employer for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided elsewhere in this Agreement. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

(e) The Employer agrees to keep the salary and benefits whole for all employees on Union Leave under clauses (a), (b) and (c) above, and will bill the Union for such salary, as well as E.I., C.P.P., E.H.T. and W.S.I.B. premiums, and pension contributions. It is understood that employees accrue seniority and service for all purposes while on these leaves. This clause is subject to any "effect of absence" clause, it being understood that the Union would make any prepayment of premiums under this provision, rather than the employee.

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

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay up to a total of thirty (30) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in (a) above.

11.05 (a) The Home shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is subpoenaed as a witness in any court for matters involving the Home. The Home shall pay such an employee the difference between normal earnings and the payment received for jury service excluding payment for travelling, meals and other expenses. The

employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Home is a party to such proceedings shall be considered as time worked at her or his regular rate of pay.

- (b) Where an employee is required by the employer to attend any meetings with the Employer's counsel in preparation for a case which either arises from an employee's employment with the employer or otherwise involves the employer, the employer will make every reasonable effort to schedule such meetings at the home during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her regularly scheduled hours, the employee shall be deemed to be at work for the time required to attend such meetings, including any travel time, and she or he shall be paid at regular or overtime rates, as applicable.

## 11.06

Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:
- i) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
  - ii) The employee shall endeavour to give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
  - iii) The employee has the right to extend the pregnancy and/or parental leave to twelve (12) months in total. Written notice by the employee to extend the leave will be given at least four (4) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the four (4) weeks prior to the termination of the initially approved leave.
  - iv) An employee shall be allowed to commence her pregnancy leave no earlier than the earlier of (i) the day that is seventeen (17) weeks before her due date and (ii) the day on which she gives birth.
  - v) Natural mothers may take parental leave at the end of the pregnancy leave. All other parents may begin parental leave no later than fifty-two (52) weeks of the child being born or coming into the employee's custody, care and control.
  - vi) An employee shall continue to accumulate service and seniority rights and may participate in the following benefits: pension, life insurance, accidental death, EHC and dental throughout the pregnancy and parental leave provided she/he pays her/his share of the premiums, if any.

vii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.

viii) Pregnancy Leave SUB Plan

Effective on confirmation of the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the employer of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. Normal weekly hours shall be determined by the average number of hours an employee worked during the E.I. benefit determination period.

ix) 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.

x) Parental Leave SUB Plan

An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours. Normal weekly hours shall be determined by the average number of hours an employee worked during the E.I. benefit determination period.

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.

11.07 Subject to operational requirements, leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Home may be granted on written application by the employee to the Director, Resident Care or her or his designate. Requests for such leave will not be unreasonably denied.

11.08 Educational Leave

The Employer recognizes the value of continuing education for its employees and towards that end may grant leave with or without pay for such purposes.

Education Reimbursement

Effective December 31, 2002, employees shall, on the prior approval of the Director of Lanark Lodge and after successful completion of the course, be entitled to receive reimbursement for employment related textbooks and / or course costs annually on presentation of receipt(s) for payment to the Director of Lanark Lodge or designate as follows:

Full-time employees	Up to \$100.00
Part-time employees	Up to \$50.00

Such payments shall be tax free if allowed by law.

11.09 An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be reimbursed for expenses in accordance with the Employer's policy at the time of the conference or convention.

11.10 Prepaid Leave Plan

The Home agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Director, Resident Care at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of leave.
- (c) One employee may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Home.

- (d) Written applications will be reviewed by the Director, Resident Care or her or his designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him except upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she or he is participating. Contributions to her or his pension plan will be in accordance with the plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.

Note: Last three sentences of (h) do not apply to part-time employees.

- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director, Resident Care. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Home will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her or him within a reasonable period of time.
- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case she or he shall be given a comparable job.

(m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the employee's pay. Such agreement will include:

1. A statement that the employee is entering the prepaid leave program in accordance with Article 11.09 of the Collective Agreement.
2. The period of salary deferral and the period for which the leave is requested.
3. The manner in which the deferred salary is to be held.

The letter of application from the employee to the Home to enter the prepaid leave program will be appended to and form part of the written agreement.

11.11 Professional Meetings

Professional leave without pay will be granted to employees who are elected to the College of Nurses or to participate in RNAO or other professional interest group activities.

11.12 Quality Assurance Program

An employee shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing examinations required by the College of Nurses of Ontario arising out of the Quality Assurance Program.

11.13 Classifiers

Employees seeking to be appointed by the Province as classifiers shall have their applications co-signed by the Employer. Subject to operational requirements employees offered such assignments by the Province will be granted leave without pay. On the basis that the Employer will be fully reimbursed for any such leave by the Ministry of Health, the Employer will maintain the employee's regular straight time wages and will provide full accumulation of seniority and service and as well as all other benefits under the collective agreement. If such leave is not fully funded by the Ministry of Health, it shall be without pay and subject to the effect of absence language.

**ARTICLE 12 – FACILITIES**

12.01 The Employer will provide:

- adequate change rooms with toilet facilities;
- lockers;
- adequate lounge facilities.

### **ARTICLE 13 - ILLNESS ALLOWANCE**

- 13.01        Illness allowance is payable when a full-time employee is absent from work due to illness or injury which is not compensatory under the Workplace Safety and Insurance Act.
- 13.02        Full-time employees shall be awarded twelve (12) sick leave days on January 1<sup>st</sup> of each year. The sick leave days shall be non-cumulative. No pay out will be made for any unused sick leave days.
- 13.03        Effective December 31, 2002, the Short Term Disability Plan in place at Lanark Lodge shall be amended to reduce the waiting period applicable to nurses from twelve to five days.
- 13.04        Light Duties
- Employees who qualify for short term disability and who are capable of returning to work, subject to medical concurrence, may participate in light duty work for the Employer.
- An employee may be required after three (3) days to produce a certificate from a duly qualified medical practitioner certifying that the employee is (or was) unable to carry out her or his duties due to illness. The Employer shall bear the cost of such certificates.
- 13.05        There shall be no deduction from sick credits when an employee has completed more than half a day. If the illness is less than half a day one half day of sick leave credit will be used.
- 13.06        If an employee is prevented from working for the Home on account of an occupational illness or accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for loss of wages to the employee by such an amount that the award of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer will equal one hundred (100) percent of the employee's regular earnings to the limit of the employee's sick leave credits.
- 13.07        In the event that an employee elects to change her or his status from full-time to part-time, she or he shall have the right to retain her or his accumulated sick leave credits for utilization while in the part-time position or on her or his return to a full-time position.
- 13.08        Dental appointments requiring absence from work for less than one half tour of duty shall not be deducted from sick leave. Should the employee require more time off she or he shall be granted sick leave in accordance with the collective agreement.
- 13.09        Full-time employees are covered by the County Long Term Disability Insurance Plan now in effect and as may be amended from time to time. The employer shall pay 100% of the premium cost. The monthly maximum of benefit is five thousand dollars (\$5000).

- 13.10 (a) The Home will notify the President of the Local Employees' Union of the names of all employees off work due to a work related injury (whether or not the employees are in receipt of WSIB Benefits) and those on LTD by the 15th of each month.
- (b) Modified Work
- When it has been determined that a nurse will be returning to work on a modified/light/alternate work program, the Employer will provide an opportunity for a representative of the Ontario Nurses' Association and a member of the local executive to discuss the circumstances surrounding the nurse's return to work. An employee's return to work will not be delayed because of the unavailability of a Labour Relations Officer or a member of the local executive.
- (c) The Employer agrees to supply the employee, and upon written direction of the employee, the Union with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease).

#### **ARTICLE 14 – HOLIDAYS**

- 14.01 The Home recognizes the following days as paid holidays:

New Year's Day  
 Good Friday  
 Victoria Day  
 Canada Day  
 First Monday in August (Civic Holiday)  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day  
 Boxing Day

The above holidays shall be enjoyed on the day they are proclaimed by Federal, Provincial or Municipal Governments.

In addition there shall be two floating holidays per year which shall be credited to full-time employees on the first of January of each year. If Heritage Day is legislated, one of the floating holidays will be observed on the day proclaimed. The floating holiday shall be taken in the year earned.

- 14.02 (a) When a full-time employee works on a paid holiday she or he shall receive premium pay at the rate of time and one-half (1½) for the first seven and one half 7½ hours worked on such paid holiday and shall receive another day off with pay.
- (b) When a part-time employee works on a paid holiday, she or he shall receive premium pay at the rate of double time and one-half (2½). All part-time employees who replace an employee taking the floating holiday will be paid time and one-half (1½) for that shift.

- 14.03 A tour that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.
- 14.04 When a holiday falls within an employee's vacation period it shall be added to the end of her or his vacation or scheduled at a mutually agreeable time.
- 14.05 When an employee works on a holiday or when a holiday falls on a scheduled day off, compensating time off shall be scheduled concurrently with scheduled weekends off, vacation or at a mutually agreeable time.
- 14.06 The Employer shall arrange for paid holidays off to be divided equitably among the employees.
- When an employee is scheduled off on a paid holiday which occurs on Monday or Friday, she or he shall be scheduled off if it is practicable to do so the Saturday and Sunday in conjunction with such holiday.
- 14.07 A full-time employee may only accumulate a maximum of three (3) paid holidays which must be taken prior to March 31<sup>st</sup> of the next calendar year. Lieu days earned and not taken by March 31<sup>st</sup> shall be paid for at the March 31<sup>st</sup> rate of pay by no later than April 30<sup>th</sup>.
- All requests must be submitted four (4) weeks in advance of the day requested except in extenuating circumstances.
- Such requests for lieu days shall be granted as requested provided that staff are available to cover and that these requests do not incur premium payment for the employee replacing.
- This provision has no application to Float Holidays.

**ARTICLE 15 – VACATIONS**

- 15.01 All full-time employees shall be entitled to vacation with pay based on length of continuous service as of their anniversary date as follows:
- Less than two years - 1¼ working days for each month of employment
- Two years or more - 1-2/3 days vacation for each month of employment
- Effective for the vacation liquidation year commencing after April 23, 2007 employees who have completed thirteen (13) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay.
- Effective for the vacation liquidation year commencing after April 23, 2007 employees who have completed twenty-two (22) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay.

Effective March 31, 2008, employees who have completed thirty (30) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks pay.

Annual vacation credits will be granted on January 1<sup>st</sup> of each calendar year. Employees who resign, retire or otherwise leave the employ of the employer shall have their vacation credits pro-rated in accordance with the time worked in the vacation year of termination. Any vacation credits used in excess of the earned credits must be reimbursed to the Employer.

- 15.02 (a) All part-time employees shall receive an annual vacation (with pay as set down below in accordance with her or his years of employment) as follows:
- Less than two years - 3 weeks
- Two years or more - 4 weeks
- Effective the vacation liquidation year --Thirteen years or more - 5 weeks
- Effective the vacation liquidation year - Twenty-two years or more – 6 weeks
- Effective March 31, 2008 – Thirty years or more – 7 weeks
- (b) Vacation pay shall be based on the applicable percentage of gross earnings in the current year as follows:
- Less than two years of employment - 6%
- Two years or more of employment - 8%
- Effective the vacation liquidation year - Thirteen years or more of employment - 10%
- Effective the vacation liquidation year - Twenty- two years or more – 12 %
- Effective March 31, 2008 – Thirty years or more – 14 %
- Vacation pay shall be paid to part-time nurses on an accrual basis with each bi-weekly paycheque.
- 15.03 One week carry over per year will be allowed upon approval from the Director.
- 15.04 If a paid holiday falls or is observed during an employee's vacation period, she or he shall be allowed an additional day off vacation with pay, at a time selected by the employee.
- 15.05 A full-time employee may draw up to ten (10) vacation days in advance. Should any employee terminate prior to completing the service requirement to earn such days, an appropriate deduction at her or his current salary rate shall be made from her or his final pay.
- 15.06 When an employee's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such employee's termination pay.

- 15.07 (a) Vacations may be taken at any time of the year and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.
- (b) In the event of conflict seniority shall prevail.
- (c) The weekend prior to an employee's vacation shall be scheduled as a weekend off at the request of the employee.
- 15.08 For the purposes 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.
- 15.09 Any change in an employee's vacation entitlement in accordance with this article shall accrue to her or him in the employment year in which it is earned.
- 15.10 An employee may, upon giving at least fourteen (14) days notice, receive on the last day preceding commencement of her or his annual vacation any pay cheque which may fall due during the period of vacation.
- 15.11 In order to allow all employees the opportunity to have time off during the Christmas - New Year's holiday, vacation earned or any other time owing may only be taken from January 4<sup>th</sup> to December 21<sup>st</sup>.
- 15.12 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against his or her vacation credits.
- 15.13 Should an employee become ill prior to the commencement of their vacation as supported by a medical certificate or hospitalized while on vacation, they may substitute available sick days for scheduled vacation.

## **ARTICLE 16 – MISCELLANEOUS**

### 16.01 Bulletin Boards

The Employer shall provide a bulletin board for the use of the Union.

### 16.02 Copies of the Agreement

A copy of this Agreement in mutually suitable form will be issued by the Employer to each employee currently employed and to each new hire at time of orientation. Costs will be shared by the Employer and the Union.

### 16.03 Changes in Policy

Prior to effecting any changes in the Employer's policy or rules which would affect employees covered by this Agreement, the Employer shall first discuss such proposed changes with the Union prior to implementation.

16.04 Orientation/Inservice/Professional Development

- (a) An orientation and inservice program will be provided to all employees. These programs shall be reviewed and discussed from time to time by members of the Association Management Committee.

A newly employed employee shall not be placed in charge, until she has been fully oriented to the home.

The following minimums shall be observed in the orientation of a newly-hired employee:

- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the employer, and the daily routine of employees in the Home on all three (3) shifts.
  - ii) The period of orientation shall be for a minimum of seven (7) days. The Employer will not unreasonably deny requests for additional orientation.
  - iii) She shall be scheduled as an additional employee to the usual staffing pattern.
  - iv) The employee or employees involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personal file, which will be reviewed with such employee, and the employee shall also be able to comment.
- (b) Both the Employer and the Union recognize the joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will provide programmes related to the Ministry of Health Long Term Care inservice requirements. Available programmes will be publicized.
- (c) Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

16.05 Plural or Masculine Terms

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

16.06 For the purpose of this agreement, reference to Director will also indicate Home Manager or designate.

16.07 Criminal Reference Checks

Criminal reference checks, if required by statute or regulations for current employees, will be paid by the Employer.

**ARTICLE 17 - PROFESSIONAL RESPONSIBILITY**

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

- (a) i) Complain in writing to the Employee/Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Employee/Management Committee shall convene a meeting of the Employee/Management 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 fifteen (15) calendar days of the meeting of the Employee/Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Employer and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
- (b) i) The list of Assessment Committee Chairpersons shall be as agreed by the parties.

The parties agree that should a Chairperson be required, the Employer and the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

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

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

**ARTICLE 18 – SCHEDULES**

Attached hereto and forming part of this Agreement are:

- Schedule "A" - Salary Schedule and Classification
- Schedule "B" - Hours of Work and Working Conditions
- Schedule "C" - Benefit Program
- Schedule "D" - Professional Responsibility Chairpersons

**ARTICLE 19 - DURATION OF AGREEMENT**

- 19.01 This Agreement will be in effect from April 1, 2008 until March 31, 2011 and will continue automatically for periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.
- 19.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

**ARTICLE 20 – RETROACTIVITY**

- 20.01 Any employee hired since April 1, 2008 shall be entitled to retroactivity from the date of hire. Any employee who has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the release of an arbitration award. The Employer's letter in this regard will advise the terminated employee of the entitlement to apply for retroactive monies and the method by which application is to be made.

All retroactivity shall be paid within six (6) weeks following the release of an arbitration award or settlement, if so paid, shall not bear interest. Retroactivity paid later than the six week period shall include interest calculated at the prime rate.

Retroactivity shall be paid on wages alone, on a separate deposit.

**SIGNING PAGE**

DATED AT Kent Ontario, this 26<sup>th</sup> day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]  
Labour Relations Officer

[Signature]

[Signature]

For the Employer

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**SCHEDULE "A"****SALARY SCHEDULE AND CLASSIFICATION**

1. Full-time Registered Nurses shall be compensated for their service in accordance with the following salary grid:

Registered Nurse

	April 1 <u>2008</u>	April 1 <u>2009</u>	April 1 <u>2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.93	\$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	\$34.14	\$35.16
6 Years	\$34.91	\$35.96	\$37.03
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

A nurse who holds a Temporary or Provisional Certificate of Registration as a Registered Nurse shall be placed on the first step of the Registered Nurse's salary grid effective the date of hire.

2. Part-time Registered Nurses shall be compensated for their service in accordance with the following salary grid:

Registered Nurse

	April 1 <u>2008</u>	April 1 <u>2009</u>	April 1 <u>2010</u>
Start	\$27.67	\$28.50	\$29.36
1500 Hours	\$28.08	\$28.93	\$29.79
3000 Hours	\$28.55	\$29.41	\$30.29
4500 Hours	\$29.95	\$30.85	\$31.78
6000 Hours	\$31.37	\$32.31	\$33.28
7500 Hours	\$33.14	\$34.14	\$35.16
9000 Hours	\$34.91	\$35.96	\$37.03
10500 Hours	\$36.71	\$37.81	\$38.94
12000 Hours	\$39.31	\$40.49	\$41.70
37500 Hours	\$40.00	\$41.20	\$42.44

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, tour differential, responsibility allowance, court attendance, bereavement pay, and reporting pay) an amount added to her or his daily tour rate equal to 12%. It is further understood and agreed that pension is included in the percentage in lieu.

A lump sum payment is payable to all employees based on the employment status (i.e.: Full-time,

Regular Part-time or Casual) as of the date of ratification and who are on staff as of March 20<sup>th</sup>, 2008. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including, but not limited to, pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque.

Current step on the wage grid	Full-time Lump Sum	Regular Part-time and Casual Part-time Lump Sum (to a maximum of the full-time entitlement)  The premium portion of overtime/premium pay hours does not count toward the calculation of paid hours. For example, one (1) hour at premium pay is equal to one (1) hour of paid for the purposes of this calculation.
Start – less than 2 years 2 yrs – less than 4 years 4 yrs – less than 6 years 6 yrs – less than 8 years 8 yrs – less than 25 years 25 years	\$799.00 \$1306.00 \$1774.00 \$2301.00 \$2749.00 \$3256.00	\$0.41 per hour paid in calendar year 2007 \$0.67 per hour paid in calendar year 2007 \$0.91 per hour paid in calendar year 2007 \$1.18 per hour paid in calendar year 2007 \$1.41 per hour paid in calendar year 2007 \$1.67 per hour paid in calendar year 2007

- A.1 (a) Effective date of ratification, an employee shall be paid a shift premium of one dollar and fifty-five cents (\$1.55) for each hour worked on the evening shift and one dollar and eighty-five cents(\$1.85) per hour for each hour worked on the night shift.

Effective April 1, 2009 an employee shall be paid a shift premium of one dollar and seventy cents (\$1.70) for each hour worked on the evening shift and two dollars and five cents (\$2.05) per hour for each hour worked on the night shift.

Effective April 1, 2010 an employee shall be paid a shift premium of one dollar and eighty-five cents (\$1.85) for each hour worked on the evening shift and two dollars and twenty-five cents (\$2.25) per hour for each hour worked on the night shift.

- (b) Effective date of ratification, an employee shall be paid a weekend premium of two dollars (\$2.00) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or other such times as the parties may agree.

Effective April 1, 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 other such times as the parties may agree.

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 other such times as the parties may agree.

- A.2 (a) The Employer recognizes the need for support during the absence of the Director, Resident Care.

Effective April 23, 2007 an extra employee who shall be assigned as required in the absence of the Director, Resident Care will be paid a premium of one dollar and fifty cents (\$1.50) per hour.

- (b) When an employee is assigned the responsibility of Nurse-in-Charge of the building, she or he shall be paid a responsibility allowance of two dollars (\$2.00) per hour in addition to her or his regular salary and tour differential. These tours will be Evenings and Nights and all tours on Saturdays, Sundays and Paid Holidays.

A.3 Payroll Policies

Employees shall be paid every other Friday by direct deposit banking. Pay slips are to be issued every other Thursday with a clarified, itemized statement of all deductions, premiums, and changes of increments in a sealed envelope. Employees leaving the employ of the Employer shall be paid all outstanding pay and credits as above on the date of termination.

A.4 Beginning Salaries

Employees shall receive recognition for education preparation and for recent related experience to their position as follows:

(a) Recognition of Previous Experience

One annual increment for each two years or its equivalent experience up to and inclusive of after eight (8) years or 12,000 hours on the salary schedule. This shall apply to employees now employed and as employed.

Effective December 31, 2002, employees shall receive recognition for recent related clinical experience on the basis of one annual service increment for each year of experience up to the maximum on the salary grid. This provision shall be applicable to nurses now employed and to new hires, but no adjustments shall be made prior to December 31, 2002.

(b) Annual increments shall be payable on each full-time employee's anniversary date of employment and after each 1500 hours in the case of part-time employees.

Employees who elect to transfer from full-time to part-time and vice versa will receive full recognition.

A.5

Realignment of Duties and Establishment of New Positions

When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and the job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first filled by the employee.

## SCHEDULE "B"

### HOURS OF WORK AND WORKING CONDITIONS

- B.1 The normal shift shall be composed of 7½ consecutive hours, exclusive of meal time. The normal work week shall be composed of five (5) tours, that is 37½ hours per week.
- B.2 Except as outlined below, meal time of one-half hour shall be scheduled away from the floor during an employee's tour whether day, evening or night. Where there is only one Registered Nurse on a tour, it is recognized that this is not possible. Therefore, such employees shall be compensated at overtime rates for their meal period. (Should an employee be recalled to duty during meal time, additional time shall be provided later in the tour).
- B.3 A rest period of fifteen (15) minutes will be granted during each half tour. Employees on evening and night tour will have the option of taking one rest period of thirty (30) minutes per tour.

B.4 Scheduling Regulations

The following shall apply for all employees:

- (a) Two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two-week period at least one weekend off must be scheduled. The remaining two days off may be split by mutual consent.
- (b) Tours of duty schedules shall be posted two (2) weeks in advance and shall cover a two (2) week period. The Employer will endeavour to accommodate requests in writing by employees for specific days off and also requests in writing for change in posted time schedules once the schedule has been posted.
- (c) The tour of duty schedule will provide for two (2) consecutive tours off between a change of tours (days/evenings) and at least three (3) tours off following night duty.

Split tours will not be scheduled and paid holidays or days in lieu thereof shall not be used to change tours. A shorter period of time between change of tour may be scheduled by mutual consent.

- (d) 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 such a tour of duty, initiated by the employee and approved by the Employer, shall not result in overtime compensation or payment.
- (e) The Employer shall schedule one weekend off in two.

- (f) An employee who is called in or reports for work as scheduled shall receive a minimum of four (4) hours' pay.
- (g) Whenever the Home wishes to change the work schedule of a part-time employee it shall give notice of the change at least twelve (12) hours in advance of the scheduled reporting time of the employee. In the event of failure to comply with this provision the employee shall receive three (3) hours basic pay.
- (h) Should a part-time employee be called in to work with less than two (2) hours notice prior to the commencement of a tour and arrive an hour after the beginning of such tour, she or he shall receive full payment for the tour.
- (i) All employees may receive five (5) or more consecutive days off at Christmas or New Year's. The schedules for this period shall be posted at least four (4) weeks in advance.
- (j) Regular Part-time employees must be available to work as required and her or his commitment will include the following conditions:
  - i) One weekend in two (2).
  - ii) Availability for two of the three tours although specific preference for one tour other than days will be respected when possible.
  - iii) To work as scheduled on any tour either:
    - A) on December 24 and December 25; or
    - B) December 31 and January 1
  - iv) To work at least two (2) tours a week and must be available to work a third (3<sup>rd</sup>) tour if required.
  - v) To work four (4) weeks between July 1 and August 31.
  - vi) Regular Part-time employees will declare on a bi-weekly basis their availability or non-availability for extra work on specified days for the next two (2) week period. An employee who declares herself or himself available for any tour and later becomes unavailable for extra work shall notify the home as soon as this change of circumstances becomes known.
- (k) Where all regular part-time employees have been given an opportunity to work in accordance with Article B.4(j) extra tours will then be offered to regular part-time employees on the basis of seniority before being offered to casual part-time employees.
- (l) A weekend off shall be defined as a minimum of fifty-six (56) consecutive hours off duty commencing no later than 2300 hours on Friday.

#### B.5 Standard Day

For overtime purposes the standard day for all employees covered by this Agreement shall be defined as a 24-hour period beginning at:

0700 - 1500 Day Tour  
 1500 - 2300 Evening Tour  
 2300 - 0700 Night Tour

Any employee who works a tour that begins or ends at a different time than the above will be paid overtime calculated on that time. No employee shall have her or his present tour changed except by mutual agreement.

#### B.6 Overtime

The full-time employee may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of overtime and premium payment.

- (a) Work in excess of 7½ hours in a standard day shall be compensated at the rate of time and one-half.
- (b) When a full-time employee works on her days off such employee will be compensated at the rate of time and one-half (1½).
- (c) When a tour schedule is changed by the Home for a full-time employee without twenty-four (24) hours notice the employee shall be paid at the premium rate of time and one-half for the first tour of the new schedule.
- (d) Time and one-half shall be paid for all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.
- (e) (i) If a full-time employee is required to work on a second (2nd) or subsequent consecutive weekend of duty, she or he shall be paid at the regular rate of time and one-half (1½) her or his regular salary for the hours involved, save and except when:
  - A) Such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
  - B) Such employee has requested weekend work, or
  - C) Such weekend is worked as the result of an exchange of shifts with another employee.
- (ii) The following applies to part-time employees only:
 

If an employee works a fourth consecutive and subsequent weekend, she/he will receive premium payment of time and one-half (1 ½) for all hours worked on that weekend and subsequent weekends until a weekend is scheduled off, save and except where:

  - A) such weekend has been worked by an employee to satisfy specific days off requested by such employee;
  - B) such employee has requested weekend work; or

- C) such weekend was worked as a result of an exchange with another employee.
- (f) Overtime compensation of double her or his regular straight time hourly rate shall be paid to an employee for all work in excess of 7½ hours on a paid holiday or on a tour for which she or he receives time and one-half her or his regular straight time hourly rate. When an employee works overtime on a tour for which she receives premium pay she shall be compensated at two (2) times her regular straight time hourly rate.
- (g) All overtime shall be authorized by the Director, Resident Care. Such authorization shall not be unreasonably withheld.
- (h) It is understood and agreed that at the change of shift there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes the entire period shall be considered overtime for purposes of payment.

B.7 Stand-by

- (a) "Stand-by" refers to an employee who is scheduled to be available during her or his normal time off should her or his services be required.
- (b) An employee will be paid at the rate of two dollars and ten cents (\$2.10) per hour for the time she or he is required to stand by.

B.8 Call-In

When an employee is called to work and reports to work outside of her or his regular hours, she or he shall be compensated at time and one-half the straight time rate from the time she or he is called with a minimum of four hours pay at time and one-half. This may be compensated in cash or by equivalent time off at the option of the employee.

**SCHEDULE "C"****INSURANCE AND PENSION PLANS**

C.1 The Corporation will make the following coverage available to full time employees in accordance with the rules and regulations of the plan and pay seventy-five percent (75%) of the premium costs required for each regular full-time employee:

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

(a) Extended Medical-Surgical coverage (billed premium) including a drug plan, vision care and semi private coverage.

Vision Care is \$200.00 every twenty-four months. Effective April 1, 2010, vision care is \$300.00 every twenty-four months. Eye examinations to a maximum of sixty-five dollars (\$65) every twenty-four (24) months.

Coverage will include hearing aids (maximum three hundred dollars (\$300) per person. Effective the date of ratification, paramedical coverage for massage therapy, chiropractic, and physiotherapist to a maximum of three hundred and fifty dollars (\$350) per service, per year for each person.

Deductible of twenty-two dollars and fifty cents (\$22.50) for single and thirty-five dollars (\$35) for family per year for Extended Health Coverage.

(b) Dental Plan #9 (billed premium) Current ODA fee schedule.

Recall oral examinations are to be covered once every nine (9) months (adults only).

Bridges, Crowns, Inlays are covered at fifty percent (50%) co-insurance with a \$1000.00 cap. Complete and partial dentures are covered at 50/50 co-insurance to one thousand dollars (\$1000) maximum per person annually. Increase coverage to Crowns, bridgework and repairs to same (major restorative) at 50/50 co-insurance to one thousand five hundred dollars (\$1500) maximum per person annually.

C.2 O.M.E.R.S. - Basic Plan (or its equivalent)

Every full-time employee shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System.

C.3 The Employer will arrange and pay for all full-time employees to be covered by a life insurance policy to a value of two times (2x) annual earnings. Employees can arrange for more coverage paying 100% of cost.

C.4 The Employer shall provide adequate malpractice insurance.

C.5 The Employer shall ensure no loss of benefits or provisions in any of the benefit plans in the Agreement.

- C.6 If a full-time employee's absence without pay from the Home exceeds 30 continuous calendar days the employee will become responsible for full payment of subsidized employee benefits and may arrange payment with the Employer.
- C.7 A part-time employee may participate in the benefit plans by paying to the Employer 100% of the billed premium.
- C.8 Nurses who are on layoff may continue to participate, for a maximum period of six (6) months from the date of layoff, in the Extended Health Care, Dental, Semi-Private and Accidental Death and Dismemberment benefits plans in which they were enrolled prior to layoff, provided the nurses make arrangements satisfactory to the Employer for the prepayment of one hundred percent (100%) of the cost of the premiums necessary to maintain such enrolment.
- C.9 The Employer will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 11.06 and for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 11.06 provided the employee continues to pay his/her share of the premiums.
- C.10 Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70<sup>th</sup>) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65). All other benefits shall cease at age sixty-five (65).

**SCHEDULE "D"**

**PROFESSIONAL RESPONSIBILITY CHAIRPERSONS**

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E-mail: [aanddrobertson@sympatico.ca](mailto:aanddrobertson@sympatico.ca)

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

THE COUNTY OF LANARK – LANARK LODGE

Re: Whistle Blowing Protection

Provided a nurse has followed policies or procedures issued by the Employer concerned to protect the Employer's entitlement to investigate and address any allegation of wrong doing, nurses will not be subject to discipline or reprisal for the exercise of their professional obligations consistent with the College of Nurses standards.

DATED AT Kingston, Ontario, this 26<sup>th</sup> day of February, 2008.

RENEWED AT Perth, Ontario, this 26<sup>th</sup> day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

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

[Signature]  
Labour Relations Officer

[Signature]  
 For the Employer  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

THE COUNTY OF LANARK – LANARK LODGE

Re: Supernumerary positions

The local parties may meet to discuss the implementation of any supernumerary positions that may be funded by the Ministry of Health and Long Term Care.

DATED AT Kingston, Ontario, this 26<sup>th</sup> day of February, 2008.  
RENEWED AT Perth, Ontario, this 26<sup>th</sup> day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

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

[Signature]  
 Labour Relations Officer  
[Signature]  
 For the Employer  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING

Between:

ONTARIO NURSES' ASSOCIATION

And:

THE COUNTY OF LANARK – LANARK LODGE

Re: Temporary Transfers Out of the Bargaining Unit

A member who is in a temporary management position as of the date of ratification of this agreement will be grand-parented under the previous language. Once the member returns to the bargaining unit the negotiated changes to Article 9.05 will apply.

DATED AT Peterborough, Ontario, this 26<sup>th</sup> day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

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

[Signature]  
 Labour Relations Officer  
[Signature]  
 For the Employer  
[Signature]  
[Signature]