

COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

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

**Expiry: March 31, 2011**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – RECOGNITION .....	1
ARTICLE 3 - MANAGEMENT FUNCTIONS .....	2
ARTICLE 4 - NO DISCRIMINATION .....	2
ARTICLE 5 - NO STRIKES AND LOCKOUTS.....	3
ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES.....	3
ARTICLE 7 - UNION SECURITY.....	4
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE.....	5
ARTICLE 9 – SENIORITY .....	8
ARTICLE 10 - EMPLOYEE FILES.....	11
ARTICLE 11 - LEAVE OF ABSENCE .....	11
ARTICLE 12 - PAID HOLIDAYS.....	15
ARTICLE 13 – VACATIONS.....	16
ARTICLE 14 - ILLNESS ALLOWANCE.....	18
ARTICLE 15 - HOURS OF WORK.....	22
ARTICLE 16 - BENEFIT PLANS .....	26
ARTICLE 17 – MISCELLANEOUS .....	30
ARTICLE 18 – SCHEDULES.....	31
ARTICLE 19 - PROFESSIONAL RESPONSIBILITY .....	31
ARTICLE 20 - ORIENTATION AND INSERVICE .....	32
ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	33
ARTICLE 22 - DURATION OF AGREEMENT .....	34
SCHEDULE "A".....	37
Re: Salary Schedule	
CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE .....	40
LETTER OF UNDERSTANDING .....	41
Re: Staffing	
LETTER OF UNDERSTANDING .....	42
Re: Mask Fit Testing	
LETTER OF UNDERSTANDING.....	43
Re: Extended Tours	

**ARTICLE 1 – PURPOSE**

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

**ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Dufferin Oaks Home for the Aged in Shelburne, Ontario, save and except Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.
- 2.02 The Employer recognizes the following categories of nurses:
- (a) A "full-time nurse" is a nurse who is regularly scheduled to work the normal full-time hours as defined in this Collective Agreement (Article 15.01).
  - (b) A "regular part-time nurse" is a nurse who regularly works less than the normal full-time hours as defined in this Collective Agreement, Article 15.01, and who offers to make a commitment to be available for work on a regular basis.
  - (c) A "casual part-time nurse" is a nurse who is called in to work on an interim or occasional basis, but does not work a regular schedule, or does so only for a specified period. Such nurse makes no commitment to the Employer to be available on a regular basis.
- 2.03 A Registered Nurse is defined as a nurse who holds a General Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.
- 2.04 A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she or he will be deemed to be not qualified for the position of registered nurse and she or he will be terminated from the employ of the Home. Such termination shall not be the subject of a grievance or arbitration.
- 2.05 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.

- 2.06 (a) In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except for the purpose of instruction, experimentation or in the event of an emergency situation. The above will not apply to special nurses employed by the residents.
- (b) The Home agrees that there will be at least one (1) Bargaining Unit Registered Nurse scheduled to be on duty at all times. The Employer undertakes to maintain the standard of nursing care required by Provincial Regulatory Authorities.
- 2.07 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the context so requires and visa-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

### **ARTICLE 3 - MANAGEMENT FUNCTIONS**

- 3.01 The Union recognizes that the management of the Home for the Aged and the direction of the work force are fixed in the Employer except as specifically limited by the provisions of this Agreement. The Union acknowledges that it is the function of the Employer, without restricting the generality of the foregoing, to:
- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
- (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses.
- 3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of the Agreement.

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

- 4.01 The Employer and the Union agree to cooperate in ensuring that the principles and requirements of the Human Rights Code are understood, observed, and applied in the workplace.

- 4.02 The Employer agrees that no members of Management will seek by interference, restriction or coercion to persuade a nurse not to exercise her/his rights under this Collective Agreement.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, or handicap, or any other factor which is not pertinent to the employment relationship. Ref: Ontario Human Rights Code.

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

- 5.01 The union agrees there will be no strikes and the employer agrees there will be no lockouts during the term of this agreement. the term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

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

- 6.01 The Employer shall recognize the following representation:
- (a) a grievance committee of two (2) nurses;
  - (b) a negotiating committee of two (2) nurses; and a Labour Relations Officer;
  - (c) Union - Home Committee
    - i) There shall be an Union - Home Committee comprised of two (2) representatives of the Home, one of whom shall be the Director of Resident Care or her/his designate and one of whom is the Administrator or her/his designate, and two members representative of the Union.
    - ii) The Committee shall meet quarterly unless otherwise agreed and as required under Section 19.01. The duties of the chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least three (3) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the Committee members.
    - iii) purpose of the Committee includes:
    - iv) The Home agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

- v) Where a Committee representative designated by the Union attends Committee meetings outside of her or his regularly scheduled hours, she or he will be paid for all time spent in attendance at such meetings at her or his regular straight time hourly rate of pay.
- (a) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of nursing care;
  - (b) dealing with complaints referred to it in accordance with the provisions of Article 19, Professional Responsibility;
  - (c) discussing and reviewing matters relating to orientation and in-service programmes;
  - (d) reviewing other matters of professional concern.
- 6.02 The Union will supply the Employer with the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve temporarily.
- 6.03 The Employer shall pay designated representatives and Committee members their respective salaries for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiating the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer.
- 6.04 The Union committees shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.
- 6.05 During the first two weeks of employment, a local representative of the Union shall be allowed up to fifteen (15) minutes of time within working hours to interview all newly employed nurses. Such interviews shall take place on the Employer's premises at a time and place mutually agreed upon by the new nurse, the representative and the Director of Resident Care. The purpose of said interview is to discuss the duties and benefits of Union membership and to give out Collective Agreement Agreements, Membership Forms, and other relevant Union material.
- 6.06 All references to representatives and committee members in this Agreement shall be deemed to mean representatives and committee members who are employed by the Employer.

## **ARTICLE 7 - UNION SECURITY**

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

such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

- 7.02 The Employer shall provide monthly the Union with a list showing the names and Social Insurance Numbers of all employees from whom deductions have been made. The report will identify the name of the facility. The Employer will also identify all terminations and newly hired employees. At least once per calendar year, the Employer will provide the Union with a list which includes the addresses, shown on the Employer's personnel records, of all current members of the bargaining unit. The Employer will endeavour to provide information in electronic format if the Employer has the technology.
- 7.03 The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.
- 7.04 The Employer shall provide each nurse with a statement of dues deduction for income tax purposes (T-4 Supplementary Slip).

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

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 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 a member of the grievance committee.
- 8.03 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given her Director of Resident Care or designate the opportunity of adjusting her complaint. Such complaint shall be discussed with the Director of Resident Care or designate within ten (10) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse and failing settlement, then within ten (10) days of the Director of Resident Care's decision, it shall be taken up as a grievance as follows:

##### Step Number One:

The nurse with the assistance of a member of the Grievance Committee shall submit a written grievance signed by the nurse to the Director of Resident Care or designate. The grievance shall identify the nature of the grievance and the remedy sought. The Director of Resident Care or designate will deliver her/his decision in writing within ten (10) days following the day on which the grievance was presented to him/her. Failing settlement, then;

##### Step Number Two:

Within ten (10) days, following the decision in Step Number One, the grievance may be submitted in writing to the Home's Administrator or her/his designate. A meeting

will then be held between the Home's Administrator or her/his designate, and the Grievance Committee within ten (10) days of the submission of the grievance at Step Number Two unless extended by agreement of the parties.

It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Home's Administrator or her/his designate may have such counsel and assistance as she/he may desire at such a meeting. The decision of the Home shall be delivered in writing within ten (10) days following the date of such meeting. If the decision is unsatisfactory to the nurse, it may be referred to arbitration.

- 8.04 A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step Number Two within fourteen (14) days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse which such nurse could himself/herself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.05 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director of Resident Care or her/his designate within fourteen (14) days after the circumstances giving rise to the grievance have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step Number One and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.06 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. The parties may mutually agree, in writing, to substitute a sole arbitrator for the Arbitration Board. All references in Article 8 to an Arbitration Board shall be taken to include a sole arbitrator. If no written request for arbitration is received within fourteen (14) days after the decision under Step Number Two is given, it will be deemed to be settled.
- (b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 8.07 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the Nurses.
- 8.08 Any time limits referred to in the Grievance and Arbitration Procedures shall be exclusive of Saturdays, Sundays and holidays observed by the Employer.

- 8.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within fourteen (14) days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority, or where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 8.14 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.15 Where no answer is given within the time limits specified in the grievance procedure, the grieving party shall be entitled to submit the grievance to the next step.
- 8.16 The parties may agree to waive or extend any of the time limits established in this procedure by agreement in writing.
- 8.17 A nurse is entitled prior to the imposition of suspension or discharge, to be given written reason for such action and the Employer must notify the nurse of her/his right to have an Union representative present at any meeting to be held with the Employer to discuss discipline, suspension or discharge. If a nurse declines her/his right to have an Union representative present, the Employer agrees to notify the Union within three (3) days of any such discharge, discipline or suspension. Should the nurse(s) or the Union wish to file a grievance against any such discharge, suspension or discipline, it shall be reduced to writing and filed within ten (10) days of the discharge, suspension or discipline. Copies of disciplinary notations to nurses' personnel files shall be given to the nurses.
- 8.18 A grievance claiming unjust discipline, suspension or discharge may be settled by confirming the Employer's action or by reinstating the nurse and making him/her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

**ARTICLE 9 – SENIORITY**

- 9.01 (a) Seniority for full-time nurses shall be credited as of the date of last hire into the service of the Employer.
- (b) Seniority for part-time and casual nurses shall be based on the total number of full or part-time tours worked since the date of last hire. Fifteen hundred (1500) hours shall be the equivalent to one (1) year of full-time seniority.
- 9.02 (a) Newly employed full-time nurses will be considered probationary for sixty (60) tours worked.
- (b) Newly employed part-time and casual nurses will be considered probationary for sixty (60) tours worked or six (6) calendar months, whichever comes first.
- (c) With the written consent of the Employer, nurse and designated representative, such probationary period may be extended. Where the Employer requests an extension of the probationary period it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours worked and, where requested, the Employer will advise the nurse and the Union of the basis of such extension.
- (d) Seniority shall then be credited as provided in Article 9.01 herein.
- 9.03 The Employer will keep up-to-date seniority lists for both full-time and part-time nurses, post the same in a conspicuous place, revise the same every six (6) months and supply copies of the current list to the Union.
- 9.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- i) when on approved leave of absence with pay;
  - ii) when in receipt of illness allowance under Short Term Disability, Employment Insurance Sick Benefits or Long Term Disability; or
  - iii) for the first twenty-four (24) months when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer
  - iv) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days.
  - v) when on pregnancy & parenting leave.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

- (b) Seniority shall be retained but not accumulated when a nurse is absent from work:
- (i) when absent due to layoff for a period of thirty (30) calendar months; or
  - ii) when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for the period beyond twenty-four (24) months and up to thirty (30) months; or
  - iii) when on illness absence not paid by the employer for a period of up to thirty (30) months.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

- (c) Seniority shall be lost and employment terminated when a nurse is absent from work under the following circumstances:
- i) leaves of her or his own accord; or
  - ii) laid off for more than thirty (30) calendar months; or
  - iii) discharged for just cause and such discharge is not reversed through the grievance procedure; or
  - iv) when in receipt of WSIB benefits as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty (30) months; or
  - v) when on illness absence not paid by the Employer for a period in excess of thirty (30) months

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code and the Employment Standards Act.

9.05 In the case of all vacancies, the Employer will post notice of such vacancy, for seven (7) days prior to making an appointment to any such position in order that any interested nurse may apply. Copy of such notice shall be sent to the Union. If no qualified nurse applies, the Employer may then hire a new nurse. The name of the successful applicant shall be posted by the Employer.

9.06 Vacancies which are not expected to exceed three (3) months may be filled by the Employer with regular part-time nurses without posting. If the temporary vacancy is expected to exceed three (3) months, the position will be posted in accordance with Articles 9.05 and 9.06. A nurse who is absent due to illness or leave of absence, and whose position is being filled as a temporary vacancy, shall have the right to return to her former position on expiry of the illness or leave of absence. Any vacancy which is not created through an illness or leave of absence and which is expected to exceed three (3) months shall be deemed to be a permanent vacancy.

9.07 In all cases of transfer or promotion the following factors shall be considered:

- (a) skill, ability and experience;
- (b) seniority.

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

9.08 Layoff and Recall

- (a) Where there is a reduction in the workload resulting from a surplus of nurses, the Employer shall layoff nurses on the basis of seniority. Probationary nurses shall be laid off first and the most junior nurses shall be laid off thereafter provided that the remaining nurses are qualified to perform the available work.
- (b) Nurses shall be recalled in reverse order of layoff, subject to their right to require orientation for any job for which they do not feel immediately qualified.
- (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (d) No nurse may be laid off until she has received sixty (60) calendar days` notice of layoff or pay in lieu thereof.

9.09 (a) A nurse who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit may refuse to do so. If she/he consents she/he shall be deemed to be covered by the Collective Agreement, but shall be compensated in accordance with the excluded classification.

In the event that a nurse is transferred out of the bargaining unit, as above, for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she/he will not suffer any loss of seniority, service or benefits.

- (b) The Employer agrees to provide adequate orientation to a nurse to fill the role of these positions.
- (c) Any nurse presently in or who has been in what is now the bargaining unit, who elects or is appointed to any permanent position connected with the Employer outside of the bargaining unit, may be returned to the bargaining unit provided the Employer has first complied with the job opportunity provisions of the Collective Agreement.

In such event, the nurse, on returning to the bargaining unit, shall retain the seniority accumulated up to the date of her/his election or appointment to a position out of the bargaining unit, but will not accumulate any seniority while

outside the bargaining unit for the purposes of job opportunity and layoff or other non-monetary benefits and privileges.

Her previous date of hire into the bargaining unit with the Employer, however, shall continue to be recognized for the purposes of calculation of the amount of the monetary benefits to which she/he is now entitled.

- 9.10 All seniority, illness, vacation and other credits obtained under this Agreement shall be retained and transferred with the nurse if she/he changes her/his status from full-time to part-time and vice versa. A part-time nurse who changes her/his status to full-time will be given seniority credit on the basis of fifteen hundred (1500) hours part-time being equivalent to one (1) year of full-time service and vice versa.

#### **ARTICLE 10 - EMPLOYEE FILES**

- 10.01 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 sign such evaluation as having been read and shall have the opportunity to add her/his views to such evaluation prior to it being placed in her/his file. Each nurse shall have reasonable access to her/his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her/his supervisor. A copy of the evaluation will be provided to the nurse at her/his request.
- 10.02 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 the nurse's record has been discipline free for such eighteen (18) month period.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.01 The Employer may grant leave of absence without pay if any nurse requests it in writing and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Home. A reply will be given in writing. Permission for leave of absence shall not be unreasonably withheld. Where possible, requests shall be made thirty (30) days in advance.
- 11.02 Nurses may be allowed leave of absence to attend workshops which are employment related and professional meetings. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programmes.
- 11.03 If possible, leave of absence will be granted with or without pay, at the discretion of the Employer, to any nurse who wishes to enrol in a post graduate course, certificate or degree course from a university or community college or other institution offering employment related courses. Such leave of absence shall be without loss of seniority.
- 11.04 Compassionate Leave

For the purpose of mourning at the time of death, a nurse shall be granted up to three (3) consecutive days without loss of pay for her/his regularly scheduled hours,

in the case of the death of a spouse, mother, father, child, grandchild, grandparents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law.

In the event of a common-law relationship, which has existed for a period of at least one (1) year, and is publicly represented by the employee, as the employee's family in the community in which she/he resides, the previously noted common-law relatives would be considered for compassionate leave.

Pay shall be at the nurse's regular rate and shall only be for the time she/he was scheduled to work during the bereavement period. Additional leave of absence without pay may be granted by the Employer.

#### 11.05 Pregnancy and Parental Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of 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.

- (e) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- (f) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (g) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began if the employee did not or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (h) An employee who is on parenting leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parenting benefits pursuant to Section 23 of the Employment Insurance Act, 1997, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of thirty-five (35) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit. (currently 28 weeks).

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

- (i) For the purposes of parental leave, the provisions under (a) and (c) shall also apply.
- (j) The Employer shall continue to pay its' share of the premiums to the various employee benefit plans for nurses who are on pregnancy and parental Leave, provided that the nurse arranges to pay the employee's share of the premiums, if any.
- (k) Seniority and service continues to accrue while a nurse is off on pregnancy and parental leave.

11.06 Jury and Witness Duty

A nurse who is called to serve as a juror or who is subpoenaed as a crown witness in a court, or as a witness at an inquest, or as a witness at a hearing of the College of Nurses of Ontario shall be granted a leave of absence for such purpose. A nurse serving as a juror or summoned as a Crown Witness, or as a witness at an inquest, or as a witness at a hearing of the College of Nurses of Ontario shall be paid any difference between the amount received for such jury duty and the amount she would have received from the Employer had she/he worked her/his regular scheduled working hours. To be eligible to receive payment from the Employer, the nurse must give the Employer notice of her/his intention to be absent within twenty-four (24) hours of receipt of the subpoena or jury notice, and she must also at the conclusion of her/his jury or witness duty, obtain a certificate from the Court showing the period of her/his jury or witness duty and she/he shall deposit this certificate together with evidence of the amount of compensation paid to him/her, exclusive of expenses with the Employer. The nurse will come to work during those regularly scheduled hours that she/he is not required to attend Court. However, in any event the nurse shall not be expected to attend both her/his Court duties and her/his duties at the Home within her/his scheduled day of work. Any nurse serving as a juror or Crown Witness shall be scheduled to the day tour while so serving. Any change to the schedule resulting from this Article will not result in premium pay to any nurse.

11.07 (a) Leave of Absence for Employees on the Board of Directors of the Ontario Nurses' Association

Upon fifteen (15) days` notice in writing except in case of an emergency meeting, a nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than the Office of President, shall be granted leave of absence without pay. 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. During such leaves of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer on a monthly basis for such salary and Employer contributions to benefits.

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

A nurse who is elected to the Office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to three (3) consecutive two (2) year terms. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

(c) Local Union Leave

i) Upon fifteen (15) days` notice in writing, a leave of absence for local Union business shall be given without pay. It is agreed that a minimum of one (1) nurse from the bargaining unit may be absent at a time, however, the employer will endeavour to allow two (2) nurses on such leave at the same time.

ii) Such nurse's pay and benefits will be kept whole by the Employer for the duration of such leaves and the Employer shall be reimbursed for the total nurse's pay by the local Union on a month-to-month basis.

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

An employee who serves as Local Coordinator for the Ontario Nurses' Association shall be granted leave of absence without pay 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 (c) above. Such leave will be requested by the employee a minimum of four (4) weeks in advance. Such request(s) shall not be unreasonably denied where less than four (4) weeks notice is given by the employee.

11.08 Family Medical Leave

A nurse is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.

**ARTICLE 12 - PAID HOLIDAYS**

12.01 All full-time nurses shall receive the following Holidays without loss of pay:

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

The Floating Holiday is to be taken at a time mutually agreed upon by each full-time nurse and the Employer.

12.02 (a) In order for a full-time nurse to qualify for a paid holiday and receive payment, such nurse must:

- i) work her/his regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short Term Disability Plan. No statutory holidays are accumulated when on Short Term Disability. If a statutory holiday occurs when an employee is on authorized leave without pay, she/he shall receive statutory holiday pay provided that she/he is not on leave without pay the working day before or after the statutory holiday;
- ii) and report for and perform her/his work on the holiday if she/he agreed to work that day unless excused by the Employer.

- (b) A full-time nurse who qualifies for the holiday and does not work shall be paid for one (1) day at her/his normal rate of pay.
- (c) A full-time nurse who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) her/his applicable hourly rate of pay for all hours worked on such holiday. In addition, she/he will receive a lieu day off with pay.

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

12.04 When a holiday falls within a nurse’s vacation period, it shall be added to the end of her/his vacation or scheduled at a mutually agreeable time. When a holiday falls on a nurse’s regularly scheduled day or days off, it shall be scheduled at a mutually agreeable time.

12.05 (a) Lieu days are to be scheduled at a time mutually agreed between the Director of Resident Care and the nurse.

(b) A request for the scheduling of lieu days must be submitted to the Director of Resident Care at least three (3) working days prior to the posting of the schedule.

(c) Lieu days may be accumulated up to five (5) days. Lieu days accumulated in excess of five (5) days must be taken within two (2) pay periods before or two (2) pay periods after the holiday being observed, with mutual agreement between the nurse and her immediate supervisor.

12.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its nursing staff.

12.07 (a) A part-time nurse shall receive the holidays listed in Clause 12.01 in accordance with the current Employment Standards Act.

(b) If a part-time nurse is required to work on a Public Holiday, the nurse shall be paid at one and one-half (1½) times her/his regular rate for all hours worked plus any holiday pay to which she/he may be entitled under (a) above.

**ARTICLE 13 – VACATIONS**

13.01 (a) All full-time, part-time and casual nurses shall accumulate vacation credits at the following rates:

Equivalent Years	Accrual Rate Per Month	Equivalent Days	Equivalent % Hourly
Start to end of 6 years	1.25 days	15	6%
Start of 7 to end of 12 years	1.66 days	20	8%

Start of 13 to end of 20 years	2.08	25	10%
Start of 21 to end of 27 years	2.5	30	12%
Start of 28 years and more	2.9	35	14%

- 13.02 Nurses may accumulate vacation credit for a maximum of eighteen (18) months.
- 13.03 Nurses may draw up to five (5) days` vacation in advance. Should any nurse terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from her/his termination pay.
- 13.04 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.
- 13.05 (a) In order to schedule vacations, the following procedure will govern:
- i) **The definition of the vacation period is April 1st through March 31<sup>st</sup> of the year. All nurses will submit annual vacation requests by April 1<sup>st</sup> of each year.** The Employer will post vacation granted by May 1st. **In the event of conflicts, seniority will prevail.**
  - ii) **Requests received after the deadline will be treated on a first come first serve basis. The employer agrees to approve or deny such requests within fourteen (14) calendar days from receipt of the request, unless in a case of an emergency when it will be given as soon as practical.**
- (b) The weekend prior to a nurse's vacation shall be scheduled as a weekend off unless otherwise requested.
- (c) All vacation shall be scheduled to commence on a Monday unless other arrangements are made.
- (d) Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- 13.06 Advance vacation wages can be paid prior to going on vacation providing that the request is submitted in writing to the Payroll Supervisor at least one full pay period prior to going on vacation.
- 13.07 Vacation pay for part-time and casual nurses shall be paid on a bi-weekly basis. The amount of vacation pay will be separately identified on the pay stub.
- 13.08 For the purpose of vacation entitlement, service for those employees who's status is changed from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the home and accumulated on a continuous basis. For the purpose of this Article 1500 hours of part-time service shall equal one year of full-time service and vice versa.

**ARTICLE 14 - ILLNESS ALLOWANCE**

14.01 Short Term Disability Plan

Every full-time nurse shall have immediate thirteen (13) weeks of disability coverage according to the following formula:

<u>YEARS OF SERVICE (as of January 1st of each year)</u>	<u>FULL SALARY</u>	<u>2/3`S SALARY</u>
First 3 months	---	13 weeks
After 3 months but less than 2 years	1 week	12 weeks
2 years but less than 3 years	2 weeks	11 weeks
3 years but less than 4 years	3 weeks	10 weeks
4 years but less than 5 years	4 weeks	9 weeks
5 years but less than 6 years	5 weeks	8 weeks
6 years but less than 7 years	6 weeks	7 weeks
7 years but less than 8 years	7 weeks	6 weeks
8 years but less than 9 years	8 weeks	5 weeks
9 years but less than 10 years	9 weeks	4 weeks
10 years but less than 11 years	10 weeks	3 weeks
11 years but less than 12 years	11 weeks	2 weeks
12 years but less than 13 years	12 weeks	1 week
13 years but less than 14 years	13 weeks	---

14.02 Short Term Disability Payments

It is understood that in any calendar year a total of only 13 weeks of salary protection shall be available.

When a full-time nurse is off on Short Term Disability and a Statutory Holiday occurs, the staff member does not lose a sick day; however, they do lose a Statutory day for that holiday. No Statutory Holidays are accumulated when on Short Term Disability.

If any nurse is on Short Term Disability at December 31st of any year, that nurse would not revert to full pay as of January 1st, but would continue on at their current rate of pay until a total of 13 weeks of continuous absence has occurred; at which point application for Long Term Disability benefits should be made.

A statement showing the balance of 100% and 2/3's of salary shall be issued to each nurse within thirty (30) days of their return to employment from Short Term Disability by their Department Head.

Should the nurse still be disabled at the expiration of 13 continuous weeks of Short Term Disability Benefits, she/he shall immediately apply for Long Term Disability Benefits. Payment under the Short Term Disability Plan may be obtained depending on circumstances, by one of the two methods outlined as follows:

14.03 (a) Uncertified STD Days (No Medical Certificate Required)

Each nurse shall be allowed, if qualified, to apply for up to four (4) consecutive working days without a Doctor's certificate, provided that the

total number of such "uncertified" days in any calendar year shall not exceed eight (8) days. The Employer reserves the right to demand a physician's certificate to determine the validity of any claim under the Short Term Disability Plan.

(b) Certified S.T.D. Days (Medical Certificate)

Each nurse who is absent for a period of more than four (4) consecutive working days shall submit a satisfactory certificate from a qualified medical practitioner.

Nurses, including nurses absent as a result of an industrial accident, will be required to produce a medical certificate within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every four (4) calendar weeks, indicating the total period of absence and probable date of return to work.

If it should appear to the Department Head that any employee is making too frequent application for this leave, or that the correctness of certificate is questionable, the matter shall be referred to the Chief Administrative Officer for investigation and report.

14.04 Bonus Days Payout

Should a full-time nurse be absent less than five (5) days in a calendar year, then the nurse will be credited with the difference between five (5) days and the number of days actually used, and the value of these credits shall be paid out to the nurse at the end of each calendar year at the rate of pay of that calendar year. If service is less than twelve (12) full months in the year, pay-out of the "Bonus Days" will be prorated.

If the nurse chooses the credits owing to be taken as time off, the time will be mutually agreed between the employer and the nurse. Agreement will not be withheld when, in the opinion of the employer, time off does not unreasonably interfere with the operation of the Home.

Effective January 1, 2009, the following shall apply:

14.01 Every full-time employee shall have 6 days pay per year for incidental illness or as a bridge to STD benefits. New full-time employees will have 6 days prorated.

Employees shall receive compensation for Short Term Disability Benefits of up to seventeen (17) weeks, as follows:

- a) All employees are entitled to 6 (six) sick days in a calendar year at full salary.
- b) If an employee becomes totally disabled as a result of an illness or accident, the employee will be eligible for Short Term Disability payments from the fourth day of illness provided the employee consults a qualified medical practitioner.

- c) In order to be eligible for STD payment the employee must be receiving regular and ongoing care from a qualified medical practitioner and or a recognized treatment facility for their disability.

At the end of 17 weeks, if appropriate documentation is provided, Long Term Disability Benefits will be initiated.

Every full-time nurse shall have immediate seventeen (17) weeks of disability coverage according to the following formula:

YEARS OF SERVICE AS OF JANUARY 1 <sup>ST</sup> OF EACH YEAR.	FULL SALARY	70% OF SALARY
First 3 months	0	17 weeks
After 3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0

14.02 Short Term Disability Payment

It is understood that in any calendar year a total of only seventeen (17) weeks of salary protection shall be available.

When a full-time employee is off on Short Term Disability and a Statutory Holiday occurs, the staff member does not lose a sick day; however, they do lose a statutory day for the holiday. No Statutory Holidays are accumulated when on Short Term Disability.

If any full-time employee is on Short Term Disability at December 31st of any year, that employee would not revert to full pay as of January 1st, but would continue on at their current rate of pay until a total of seventeen (17) weeks of continuous absence has occurred; at which point application for Long Term Disability benefits should be made.

Should a full-time employee still be disabled at the expiration of seventeen (17) continuous weeks of Short Term Disability Benefits, she shall immediately apply for Long Term Disability Benefits. Payment under the Short Term Disability Plan may be obtained as outlined below.

14.03 (a) S.T.D. Days (Medical Certificate)

Each full-time employee who is absent for a period of more than three (3) consecutive working days shall submit a satisfactory certificate from a qualified medical practitioner. It will be necessary to renew such certificate(s) every four (4) calendar weeks, indicating the total period of absence and probable date of return to work.

If it should appear to the Administrator that any full-time employee is making too frequent application for this leave, or that the correctness of certificate is questionable, the matter shall be referred to the Chief Administrative Officer for investigation and report.

- (b) In the event an employee drops to seventy percent (70%) earnings, she may, upon her written request, use accumulated vacations or lieu time (overtime/paid holidays) to supplement her seventy percent (70%) earnings to one hundred percent (100%).
- (c) An Employee on Long Term Disability or Short Term Disability for 15 consecutive working days or more must provide their supervisor a minimum of 96 hours (4 days) notice of their return to work date.

#### 14.04 Bonus Day Payout

Should a full time employee be absent less than six (6) days in a calendar year, then the employee will be credited with the difference between six (6) days and the number of days actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If service is less than twelve (12) full months in the year, payout of "Bonus Day's" will be prorated.

#### Part Time Employees

Part Time employees, excluding casual employees, are entitled to 15 paid hours per calendar year, sick time. New part time employees will have 15 paid hours pro-rated.

#### Bonus Hours Payout

Should a part time employee be absent less than 15 hours in a calendar year, then the employee will be credited with the difference between fifteen hours and the number of hours actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If service is less than twelve (12) full months in the year, payout of "Bonus Day's" will be prorated.

A Part-Time employee who is absent for a period of more than three (3) consecutive working days shall provide documentation to support their absence and shall maintain regular communications (minimum every four (4) weeks) concerning their prognosis and expected date of return with their supervisor. A minimum of 96 hours (4 days) notice is required for their return to work date.

### **ARTICLE 15 - HOURS OF WORK**

- 15.01 The normal daily tour shall be composed of seven and one-half (7½) consecutive hours, exclusive of a one-half hour unpaid meal period. The normal work week shall be composed of thirty-seven and one-half (37½) hours per week.

It is understood that at the change of tour 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, however, the entire period shall be considered overtime for the purposes of payment under Clause 15.06.

- 15.02 (a) There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each tour. If a nurse is recalled to duty during the mealtime or a rest period, equal additional time shall be provided later in the tour.
- (b) For purposes other than payment of wages and for the purpose of clarity, four (4) hours or less of work equals a part or half tour, while hours of work in excess of four (4) equals a full tour.

15.03 Separate rooms away from resident care areas will be provided for staff coffee and meal breaks.

15.04 Scheduling Regulations

- (a) A nurse requesting specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. A nurse requesting removal from a permanent tour of duty will be given consideration by the Employer.
- (b) All nurses will receive five (5) or more consecutive days off at Christmas or New Year's.

Time off at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. Time off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>, unless otherwise mutually agreed.

Time worked at Christmas shall include December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. Time worked at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>, unless otherwise mutually agreed.

Scheduling regulations may be waived between December 15<sup>th</sup> and January 10<sup>th</sup> in order to accommodate this time off.

- (c) Tour schedules and days off determined by the Home shall be posted two (2) weeks in advance to cover a six (6) week period and will be posted Monday afternoon by 3:00 p.m.. These tours and/or days off may be changed by the Employer at any time with consent of the nurse(s) provided, however, if consent is not granted, the Employer may change the schedule on forty-eight (48) hours` notice. When a tour schedule is changed without forty-eight (48) hours` notice, the nurse shall be paid at the premium rate of time and one-half (1½) for the first tour of the new schedule. Provided this clause shall not apply to part-time nurses requested to work time in addition to that set out in the posted schedule.

- (d) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Request for change in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty or exchange initiated by the nurse and approved by the Director of Resident Care shall not result in overtime compensation or payment.
- (e) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off provided a total of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.
- (f)
  - i) For full-time nurses, at least sixteen (16) hours` time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours` time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked. A shorter period of time between change of tour may be scheduled; however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked.
  - ii) For part-time nurses, at least twenty-three (23) hours off shall be scheduled following night duty of two (2) or more consecutive night tours worked. A shorter period of time between changes of tour may be scheduled; however, should these regulations not be adhered to, such nurse will be paid time and one-half (1½) for the first tour worked, unless the part-time nurse on request of the Employer agrees to a shorter period of time. The nurse releases the Employer of the payment of one and one-half (1½) times for the first tour worked.
- (g) A nurse is entitled to at least one (1) weekend off in three (3). The Employer will make every endeavour to schedule the weekends one (1) weekend off in two (2). Should a nurse be required to work more than two (2) weekends in four (4) weekends, she shall be paid time and one-half (1½) her basic rate for the third weekend and every successive weekend worked until a weekend is scheduled off. A weekend off consists of fifty-five and one-quarter (55¼) consecutive hours off work during the period 1515 hours Friday until 0700 hours of the following Monday. A part-time nurse who is requested by the Employer and agrees to work additional weekends, releases the Employer of the payment of one and one-half (1½) times for such weekends worked.
- (h) The Employer will endeavour to avoid the scheduling of split tours as defined below:
  - i) A split tour is hours worked but not consecutively in a twenty-four (24) hour period.
  - ii) Split tours are any combination of the three tours (days, evenings, and nights) worked within one (1) work week.
  - (iii) A nurse on night tour shall receive her work weekend off commencing at 0630 hours Friday and ending at 2230 hours Sunday.

(j) Part-Time Scheduling

All available shifts shall be equitably distributed among the available regular part-time nurses in the Home when the time sheet is posted. If an odd number of shifts are left over after the equal distribution, such shifts shall be offered first to the most senior regular part-time nurses, who are available, before being offered to less senior regular part-time nurses.

After the time sheet has been posted, extra shifts that become available shall always be offered to the available regular part-time nurses on the basis of seniority.

It is understood that the Home will not be required to offer shifts which would result in overtime premium pay.

15.05 For the purposes of clarity, the standard full-time tours of work shall be defined as follows:

- NIGHT TOUR            2230 - 0630 hours
- DAY TOUR                0630 - 1430 hours
- EVENING TOUR        1430 - 2230 hours

If new starting and stopping times are being introduced by the Home, six (6) weeks' notification in writing shall be given to the Association. The Home shall meet with the Association prior to the introduction of new starting and stopping times, so that the reason for the introduction of new starting and stopping times may be discussed and the Association may have the opportunity to make submissions.

15.06 Premium Pay

- (a) Nurses shall not be scheduled or required to work in excess of normally scheduled hours of work or days without consent.
- (b) The nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of the payment outlined as follows:

Time and one-half (1½) the equivalent hourly rate will be paid a nurse:

- i) for all work performed in excess of seven and one-half (7½) hours in a twenty-four (24) hour period;

Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the nurse is engaged in reporting functions at the end of her/his normal daily tour. If authorized overtime amounts to fifteen minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour.

- ii) for all work performed by a full-time nurse on her/his scheduled days off;
- iii) as a result of any change in tours and/or days off as provided in Article 15.04 (c);
- iv) for all work performed after working six (6) consecutive tours without two (2) consecutive days off until such days off are granted;
- v) for all work performed on her third and subsequent consecutive weekend worked until a weekend off is granted.

Note: Nurses that select to bank compensating time off in lieu of premium payment as outlined above, may bank up to 37.5 hours before such time is paid out at the appropriate premium rate.

15.07 Call-In

A nurse who is requested to come in when not previously scheduled and reports for work at the beginning of the tour shall receive a minimum of four (4) hours` pay.

15.08 Reporting Pay

A nurse who is called in or reports for work as scheduled and no work is available and the Employer sends him/her home, shall receive a minimum of four (4) hours` pay.

15.09 Shift Premium

Upon ratification, a nurse shall be paid a night shift premium of one dollar and seventy cents (\$1.70) per hour for each hour worked between 2300 hours and 0700 hours and an evening shift premium of one dollar and thirty cents (\$1.45) per hour for each hour worked between 1500 and 2300 hours.

The evening shift premium shall increase to \$1.55 per hour effective April 1, 2009 and \$1.65 per hour effective April 1, 2010.

The night shift premium shall increase to \$1.80 per hour effective April 1, 2009 and \$1.90 per hour effective April 1, 2010.

15.10 Weekend Premium

Upon ratification, a nurse shall be paid a weekend premium of one dollar and sixty cents (\$1.60) for each hour worked between 2300 hours Fridays and 2300 hours Sunday. If a nurse is receiving premium pay under Article 15.06 (v) – Scheduling Regulations, she/he will not receive weekend premium under this provision.

The weekend premium shall increase to \$1.70 effective April 1, 2009 and \$1.80 effective April 1, 2010.

**ARTICLE 16 - BENEFIT PLANS**

16.01 The Employer agrees to pay on behalf of each eligible full-time nurse, one hundred percent (100%) of the billed premium of the following benefits:

(a) Accidental Death and Dismemberment -

as detailed in the Master Policy on file with the Employer. Coverage shall be the value of the yearly salary of the nurse rounded off to the nearest one thousand (\$1,000.00) dollars. Effective December 31, 2004 coverage shall be two (2) times the yearly salary of the nurse.

(b) Extended Health Care Plan -

including semi-private hospital, prescription drugs, other medical expenses, hearing aid, vision care, chiropractic, podiatry, osteopathy and orthopaedic shoes as detailed in the Master Policy on file with the Employer.

Paramedical Benefits	Effective January 1, 2009
Private Duty Nursing	\$25,000 / 36 months
Clinical Psychologist	\$350 per person per calendar year
Physiotherapist	\$350 per practitioner per person per calendar year
Speech Pathologist	\$350 per person per calendar year
Massage Therapist	\$350 per person per calendar year
Chiropractor	\$350 plus \$50 for x-rays per calendar year
Osteopath, Podiatrist, Chiropodist & Naturopath	\$350 per person per practitioner per calendar year
Nutritional Counselling	\$280 per person per calendar year
Hearing Aids	\$500 per person per 60 consecutive months
Accidental Dental	Reasonable & Customary / General Practitioners Fee Guide

Effective January 1, 2009 the deductible shall be \$22.50 for single coverage and \$35.00 for family coverage.

Effective January 1, 2009 generic drugs substitution unless stipulated otherwise by doctor and elimination of coverage for over the counter drugs.

The vision care plan covers three hundred and fifty dollars (\$350.00) every twenty-four (24) months (inclusive of one eye exam per insured person).

(c) Ontario Health Tax

(d) Dental Plan

Effective on signing date of this agreement, a plan to provide dental care to the equivalent of Blue Cross #9 at the current ODA fee schedule as that schedule is amended during the life of this agreement.

Effective January 1, 2009 recall every 9 months for adults.

Effective January 1, 2009 Major Restorative: \$1500 annually – 50/50 co-

pay

Effective January 1, 2010 – Orthodontic \$2000 life time per child

(e) LTD

As detailed in the Master Policy on file with the Employer.

(f) Group Life Insurance

As detailed in the Master Policy on file with the Employer. Coverage shall be the value of the yearly salary of the nurse rounded off to the nearest one thousand (\$1,000.00). Effective December 31, 2004 coverage shall be two (2) times the yearly salary of the nurse.

Coverage for a newly hired part-time nurse shall be \$20,000 until such time as the nurse has been employed twelve (12) months, at which time coverage shall be based upon the previous yearly salary of the nurse.

16.02 The Employer agrees to pay on behalf of each eligible part-time nurse:

1. who was hired on or before May 31, 1998, 100% or
2. who was hired on or after June 1, 1998, 50% of the billed premiums of the following benefits:

(a) Accidental, Death and Dismemberment

As detailed in the Master Policy on file with the Employer. Coverage shall be the value of the previous yearly salary of the nurse rounded off to the nearest one thousand (\$1,000.00) dollars. Coverage for a newly hired part-time nurse shall be \$20,000 until such time as the nurse has been employed twelve (12) months, at which time coverage shall be based upon the previous yearly salary of the nurse. Effective December 31, 2004 coverage shall be two (2) times the yearly salary of the nurse.

(b) Extended Health Care Plan

Including semi-private Hospital, prescription drugs, other medical expenses, hearing aid, vision care, chiropractic, podiatry, osteopathy and orthopaedic shoes as detailed in the Master Policy on file with the Employer.

Paramedical Benefits	Effective January 1, 2009
Private Duty Nursing	\$25,000 / 36 months
Clinical Psychologist	\$350 per person per calendar year
Physiotherapist	\$350 per practitioner per person per calendar year
Speech Pathologist	\$350 per person per calendar year
Massage Therapist	\$350 per person per calendar year
Chiropractor	\$350 plus \$50 for x-rays per calendar year
Osteopath, Podiatrist, Chiropodist &	\$350 per person per practitioner per calendar year

Naturopath	
Nutritional Counselling	\$280 per person per calendar year
Hearing Aids	\$500 per person per 60 consecutive months
Accidental Dental	Reasonable & Customary / General Practitioners Fee Guide

Effective January 1, 2009 the deductible shall be \$22.50 for single coverage and \$35.00 for family coverage.

The vision care plan covers three hundred and fifty dollars (\$350.00) every twenty-four (24) months (inclusive of one eye exam per insured person).

(c) Ontario Health Tax

(d) Dental Plan

Effective on signing date of this agreement, a plan to provide dental care to the equivalent of Blue Cross #9 at the current ODA fee schedule as that schedule is amended during the life of this Agreement.

Effective January 1, 2009 recall every 9 months for adults.

Effective January 1, 2009 Major Restorative: \$1500 annually – 50/50 co-pay

Effective January 1, 2010 – Orthodontic \$2000 life time per child

(e) Group Life Insurance

As detailed in the Master Policy on file with the Employer. Coverage shall be the value of the previous yearly salary of the nurse rounded off to the nearest one thousand (\$1,000.00) dollars. Coverage for a newly hired part-time nurse shall be \$20,000 until such time as the nurse has been employed twelve (12) months, at which time coverage shall be based upon the previous yearly salary of the nurse. Effective December 31, 2004 coverage shall be two (2) times the yearly salary of the nurse.

16.03 Subject to Article 9.04(c)(iv) when a full-time nurse is on Long Term Disability longer than three (3) months, or a part-time employee becomes totally disabled prior to age 65 and the disability continues uninterrupted for six (6) months, their life insurance will remain in force during their continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the nurse returns to regular duties.

16.03 Pension Plans

i) Ontario Municipal Employees Retirement System (OMERS)

All full-time nurses must, if not previously members of the plan, join the plan commencing with the first day of employment. Any part-time nurse may join the plan subject to the terms and conditions of the plan.

Transfer of existing memberships shall become effective immediately. The Employer shall contribute an equal amount to the nurse's contribution.

ii) Canada Pension Plan

All nurses shall contribute to the Canada Pension Plan from the date of employment. Deductions shall be made in accordance with the regulations under the Act. The Employer shall contribute an equal amount to the nurse's contribution.

16.04 Workplace Insurance

If a full-time nurse is absent due to accident or injury occurring while on duty or illness inherent to occupation and is covered by Workplace Insurance, the nurse shall have the option of (where applicable):

- i) Passing in their Workplace Insurance cheque to the Employer and receiving a cheque from the Employer out of the nurse's balance contained in the STD Plan. The value of the WI cheque shall be considered as an offset to the draw upon the STD Plan.

OR

- ii) Retain Workplace Insurance cheque and receive no draw on the STD Plan.

Regardless of which option a nurse chooses, all of the nurse's benefits which are normally paid by the Employer will continue to be paid for a period of one (1) year in accordance with the provision of the Workplace Safety & Insurance Act, at which time the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate. The nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

The nurse is responsible for the nurse's portion of OMERS payments if applicable until the first day of the fifth month of absence, at which time the nurse is eligible to apply to OMERS for a "Disability Waiver" of premium with regards to her/his OMERS pension.

16.05 While on Maternity Leave, the Employer shall pay premiums for the various benefits in accordance with the Provisions of the Ontario Employment Standards Act.

16.06 Authorized Leave Without Pay

If a nurse is on authorized leave without pay, the Employer shall continue to pay the premiums, for a period of three (3) months, of the following benefits:

- Long Term Disability
- Accidental Death & Dismemberment
- Extended Health Care
- Dental Plan
- OHIP
- Vision Care

### Semi-Private Coverage

At the end of this time, the nurse will become responsible for full payment of any subsidized employee benefits in which she/he is entitled to participate. The nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

## **ARTICLE 17 – MISCELLANEOUS**

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

17.02 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of the Collective Agreement will be shared equally by the Home and the local Union.

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

17.04 Payroll Policies

Unless otherwise agreed, a nurse's pay will be deposited every second Wednesday by the Employer directly to the chartered bank of the nurse's choice as advised to the Employer in writing. A statement of the nurse's earnings and deductions will be provided to each nurse in a sealed envelope every second Tuesday at the place of employment. Nurses leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day.

17.05 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and nurses. Upon a recommendation of the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Nurses shall, subject to the following, be required to be vaccinated for influenza and/or take antiviral medication.
- (b) If the full cost of such vaccination/medication is not covered by some other source, the Home will pay the full or incremental cost for the vaccine/medication and will endeavour to offer vaccinations during a nurse's working hours. In addition, nurses will be provided with information, including risks and side effects, regarding the vaccine and/or medication.
- (c) The Home recognizes that nurses have the right to refuse any required vaccination.
- (d) If a nurse refuses to take the vaccine/medication required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the home until such time as the nurse is cleared to return to work. The only exception to this would be nurses for whom taking the vaccine and/or medication will result in the nurse being physically ill to the

extent that she cannot attend work. If a nurse is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

- (e) If a nurse refuses to take the vaccine and/or the medication because it is medically contra-indicated, and where a medical certificate is provided to this effect, the nurse will be permitted to access her sick leave benefits during any outbreak period.
- (f) If an employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.
- (g) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

#### **ARTICLE 18 – SCHEDULES**

18.01 Attached hereto and forming part of this Agreement are Schedule "A" - Salary and Wage Related Compensation.

#### **ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

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

- (a)
  - i) Complain in writing to the Union-Home Committee within thirty (30) calendar days of the alleged improper assignment. The Chairman of the Union-Home Committee shall convene a meeting of the Union-Home 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 Union-Home 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 and who shall act as Chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what decisions it finds appropriate in the circumstances. The Assessment Committee shall report its decisions in writing to the parties within thirty (30)

calendar days following completion of its hearing. The decisions of the Assessment Committee shall be final and binding upon the parties.

- (b) i) The List of Chairpersons - Assessment Committee is attached to and forms part of this Agreement.

The parties agree that should a Chairperson be required, 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/he would not be suitable due to connection with the Home or Community, the next person on the List will be approached to act as Chairperson.

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

- (c) The assignment of resident care duties shall be in accordance with:

- i) the Regulated Health Professions Act and related statutes and regulations;
- ii) guidelines established by the College of Nurses of Ontario from time to time; and
- iii) policies of the Home.

In the event of conflict between any of the above, applicable legislative or regulatory provision shall govern.

## **ARTICLE 20 - ORIENTATION AND INSERVICE**

- 20.01 (a) The Home recognizes the need for a Home Orientation Programme.
- (b) The following minimums shall be observed in the orientation/familiarization 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.
- ii) The period of orientation/familiarization shall be for a minimum of six (6) days or such greater period that the Employer deems necessary.
- iii) She shall be an additional employee to the usual staffing pattern.

- iv) The employee or employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- v) Before assigning a newly hired nurse in charge of a nursing unit, the Home will first provide orientation both to the Home and to such nursing unit. It is understood that such nurse may be assigned to any tour as part of her orientation programme, providing such assignment is in accordance with any scheduling regulations as contained in this Agreement.
- vi) Payment for the actual orientation days will be withheld, until the newly hired employee has successfully completed their probationary period or completed their term of temporary hire in accordance with Article 9.02 (a) and (b).

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### 21.01 Occupational Health & Safety/Modified Work

- (a) The Home and the Association agree that it is in the mutual interests of the Home, the Association and employees that standards of health and safety be maintained in the Home in order to prevent accident, injury and illness. The Home agrees that it will take every precaution reasonable in the circumstances for the protection of a worker.
- (b) Recognizing its responsibilities under the *Occupational Health and Safety Act*, the Home agrees to accept as a member of its Joint Occupational Health Committee, at least one representative from each Home selected or appointed by the Association from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health and Safety Act* who are trained to be certified workers as defined under the *Act* shall be from the Association's bargaining unit.
- (c) The Home will consult with the Joint Health and Safety Committee regarding its existing violence prevention and control measures, procedures and practices and consider suggested changes.
- (d) Where employees may be exposed to a blood and/or air borne pathogen, the Home, with the input of the Joint Health and Safety Committee, shall identify existing or potential exposure risks and develop and implement an exposure control plan, designed to eliminate or reduce to the lowest feasible extent, actual or potential exposure.
- (e) The Home will consult with the Joint Health and Safety Committee, regarding its existing musculoskeletal prevention and control measures, procedures, practices, equipment and training for the health and safety of workers and consider suggested changes.

- (f) Modified Work/Return to Work Programs: The Home and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating nurses who have been ill, injured or permanent disabled to enable their early and safe return to work. The Home and the Association agree to cooperate in developing appropriate accommodation consistent with the needs of the nurse. The objective of such an accommodation initiative will be to allow the nurse to return to work as soon as possible.
- (g) The Home agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (h) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (i) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Occupational Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings or carrying out her duties during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (j) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

NOTE: Issues relating to chairing of meetings and responsibility for the taking of minutes should be discussed locally with the Home and the other employees of the Home.

#### 21.02 Aggressive Residents

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.

Any steps which are taken must duly consider the health & safety of the residents and proper compassionate care for all residents.

The parties further agree that suitable subjects for discussion at the joint Union-Home Committee will include aggressive residents.

### **ARTICLE 22 - DURATION OF AGREEMENT**

22.01 This agreement shall remain in full force from the 1st day of April, 2008 until the 31st day of March, 2011 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing of proposed revision, addition or deletion to the Agreement, or any of its provisions. Such notification will be made

within ninety (90) days prior to the termination of this Agreement or in any year thereafter.

Dated at Oranquille, Ontario, this 7 day of January, 2008

**FOR THE EMPLOYER**

**FOR THE UNION**

[Signature]  
Gordon D. Montgomery, Warden

[Signature]  
Labour Relations Officer

[Signature]  
Pam Millock, Clerk.

[Signature]

[Signature]

[Signature]

**AUTHORIZED BY DUFFERIN COUNCIL**

**BY-LAW RESOLUTION NO. 56**

**THE 9 DAY OF October, 2008**

**SCHEDULE "A"****SALARY & WAGE RELATED COMPENSATION**

A.01 Salary schedule:

**Classification - Registered Nurse**

	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
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

A.02 All Graduate Nurses shall be paid ninety – five percent (95%) of the Registered Nurse hourly rates as follows:

STEP	April 1/08	April 1/09	April 1/10
Start	26.29	27.08	27.89
1 Year	26.68	27.47	28.30
2 Year	27.12	27.94	28.78

**Lump Sum Payment**

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 February 7, 2008 and who are on staff as of March 20, 2008. Payment is to be made within 2 pay periods of ratification. 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/deposit.

The payment shall be 75% of the ONA - OHA 2008 settlement formula.

## 2008 ONA – OHA Settlement Formula

Current step on the wage grid as of the date of Feb. 7, 2008.	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 towards the calculation of paid hours. For example, one hour at premium pay is equal to one hour paid for the purposes of this calculation.
Start - less than 2 Yrs	\$799	\$0.41 per hour paid in calendar year 2007.
2 Yrs - less than 4 Yrs	\$1,306	\$0.67 per hour paid in calendar year 2007
4 Yrs - less than 6 Yrs	\$1,774	\$0.91 per hour paid in calendar year 2007
6 Yrs - less than 8 Yrs	\$2,301	\$1.18 per hour paid in calendar year 2007
8 Yrs - to less than 25 Yrs	\$2,749	\$1.41 per hour paid in calendar year 2007
25 Yrs	\$3,256	\$1.67 per hour paid in calendar year 2007

A.03 Pay Equity

The parties agree that these adjustments satisfy all requirements including pay equity maintenance required under the Pay Equity Act during the term of the new agreement.

A.04 Retroactivity

The retroactive adjustment will incorporate the adjustments required with the new pay grid. These adjustments will be made within two pay periods of ratification.

A.05 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary shall be effective on the date of such occurrence.

A.06 Graduate Nurses

A Graduate Nurse in the employ of the Home, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of a Registered Nurse as provided in this Article retroactive to the date of writing the registration examination or to the date of last hire, whichever is later.

A.07 Re-alignment 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 nurse.

A.08 The Employer agrees to pay each nurse a uniform allowance of seventy-five (\$75.00) dollars per annum. Payment for actual uniform allowance will be withheld until a newly hired employee has remained with the facility for their probationary period, as per Article 9.02 of the Collective Agreement.

A.09 All nurses employed as of January 1, 1983 and subsequent thereto shall be placed onto the salary grid in accordance with their service with the Employer, including any credit for past experience that any nurse may have received prior to the implementation of the Collective Agreement.

A.10 Previous Experience Credit:

Effective April 1, 2007, the Employer will grant to nurses credit for related past experience of one (1) annual service increment for each year of experience up to the maximum step on the grid, upon receipt of written application that includes employment verification in writing from previous employers. It is the responsibility of the Registered Nurse to obtain and provide this documentation. This provision shall apply to all new and current employees.

A.11 Responsibility Pay

Responsibility Pay of one dollar (\$1.00) an hour and is applicable to the bargaining unit RN in charge on any evening, night and weekend shifts.

A.12 Temporary Relief - Director of Resident Care Services

A nurse who is designated by the Employer to temporarily relieve the Director of Resident Care Services shall be paid 5% in addition to her regular hourly rate of pay for each shift worked.

**CHAIRPERSONS - NURSING ASSESSMENT COMMITTEE**

**NURSING HOMES AND HOMES FOR THE AGED**

The following nurses have allowed their names to stand as Chairperson - Nursing Assessment Committee - in the above named sector:

Ms. Gayle Mackay, RN, BScN, MHSc.  
56 Deerfoot Trail  
RR #4  
Huntsville, ON P1H 2J6  
Tel: 705-787-0112  
Fax: 705-787-0113  
E-mail: gmackay@cogeco.ca

Ms. Jayne Harvey, RN  
FCS International  
158 Casimir Street, Suite 200  
Port Perry, ON L9L 1B7  
Tel: 905-985-6811  
Fax: 905-985-6804

Ms. Anita Robertson, RN, BAAN, MPA  
198 Corner Ridge Road  
Aurora, ON L4G 6L5  
Tel: 1-800-268-7199 ext 240  
E-mail: arobertson@RNAO.org

LETTER OF UNDERSTANDING

B E T W E E N:

DUFFERIN OAKS HOME FOR THE AGED ("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")


**RE: Staffing**

The Employer will ensure that bargaining unit registered nurses work at least 262.5 hours per week which is the number of scheduled registered nurse hours as of March 31, 2008.


Dated at Orangeville, Ontario this 7 day of January 2009

**FOR THE EMPLOYER**

**FOR THE UNION**

  
Gordon D. Montgomery, Warden

  
Labour Relations Officer

  
Pam Hillock, Clerk.







LETTER OF UNDERSTANDING

BETWEEN:

DUFFERIN OAKS HOME FOR THE AGED ("Dufferin Oaks")

- and -

ONTARIO NURSES' ASSOCIATION ("ONA")

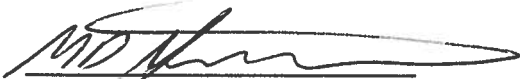
**RE: Mask Fit Testing**

The Employer agrees to conduct mask fit testing for all registered nurses prior to December 31, 2008. The Employer will ensure that this testing will be repeated for all new employees and that all fit testing will be repeated every two (2) years as per the home policy.

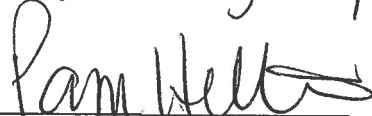
Dated at Oronquille, Ontario this 7 day of January 2008

**FOR THE EMPLOYER**

**FOR THE UNION**

  
Gordon H. Montgomery, Warden

  
Labour Relations Officer

  
Pam Helt  
Pam Hiltlock, clerk.



  
Brenda Mubarsic

  
Janel Smith

LETTER OF UNDERSTANDING

BETWEEN:

DUFFERIN OAKS HOME FOR THE AGED ("DUFFERIN OAKS")

AND

ONTARIO NURSES' ASSOCIATION ("ONA")

**Re: Extended Tours**

The Employer and the Union may agree to implement extended tours, subject to the following:

- (a) Each facility/unit must have eighty percent (80%) agreement of the full-time and part-time employees who work in the facility/unit.
- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union in any facility/unit when sixty percent (60%) of the full-time and part-time employees in the facility/unit so indicate by secret ballot to the Union.

- (c) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (d) Hours of Work
  - i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
  - iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.
  - iv) Scheduling issues will be resolved at the local level.
  - v) Where the union and the employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

- (e) Payment for bereavement leave is based on 11.25 hours.
- (f) Payment for vacation and holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement.
- (g) Shift and weekend premiums as per Article 15.09 and 15.10 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.
- (h) Overtime premium as set out in Article 15.06 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.
- (i) Shift exchanges will be in accordance with Article 15.04.
- (j) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons orally.

Dated at Oronquillo Ontario this 7 day of January 2009

**FOR THE EMPLOYER**

**FOR THE UNION**

*Gordon D. Montgomery*  
Gordon D. Montgomery, Ward

*L. Hansen*  
Labour Relations Officer

*Pam Willock*  
Pam Willock, Clerk

*B. R.*

*Bunna Ubarsie*

*Jana Scott*