

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**F.J. DAVEY HOME**

**AND:**

**ONTARIO NURSES' ASSOCIATION**

**EXPIRY: July 31, 2009**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain effective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes; and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that the parties wish to work together to secure the best possible nursing care and health protection for residents.
- 1.03 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 (a) The Home recognizes the Ontario Nurses' Union as the bargaining agent for all registered and graduate nurses employed in a nursing capacity by the F. J. Davey Home in Sault Ste. Marie, save and except the Executive Director of Resident Nursing Services and Director of Nursing, and persons above the rank of Executive Director of Resident Nursing Services and Director of Nursing. The Resident Social Services Coordinator is also excluded.
- 2.02 (a) Employees excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to nurses in the bargaining unit.
- (b) Should the Employer enter into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit, the Employer will provide to the Union copies of any documents or material which it is required to post in the Home.
- 2.03 Minimum Staffing
- The employer agrees to employ sufficient registered staff and health care aides to meet the staffing needs that may be set from time to time by statute and/or regulation. In the event that there is insufficient staffing to meet this undertaking, the Employer will post vacancies so that any unmet care undertaking will be satisfied.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Employer has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without limiting the generality of the foregoing, the right to hire, suspend, discharge, promote and discipline any

Nurse, and to determine in the interest of efficient operation and highest standard of services, job rating or classification, the hours of work, work assignment, methods of doing the work and the working establishment for the service subject to terms of this agreement. The right to suspend, discharge and/or discipline any nurse must be for just cause.

- 3.02 Make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses and the regulations to be observed by the nurses shall not be inconsistent with the provisions of this agreement. These rights shall be exercised consistent with the provisions of this Collective Agreement.

#### **ARTICLE 4 - DEFINITIONS**

- 4.01 A full-time nurse is defined as one who is regularly scheduled seventy-five (75) hours on a bi-weekly basis.

- 4.02 A part-time nurse is defined as one who is regularly scheduled less than seventy-five (75) hours on a bi-weekly basis.

- 4.03 (a) A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professionals Act.

- (b) A Nurse is required to present to the Executive Director of Resident Nursing Services or her designate on or before February 15th of each year evidence that her Certificate of Competence is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Competence to remain in effect. If the nurse's Certificate of Competence is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her Certificate of Competence has been reinstated, she shall be reinstated to her position effective upon presenting such evidence.

Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Home will result in the nurse being deemed to be no longer qualified and she shall be terminated from the employ of the Home. Such termination shall not be the subject of grievance or arbitration.

- 4.04 A Registered Nurse (Temporary) is defined as a nurse with certification incomplete who is a graduate nurse of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements. This certification shall be completed within twenty-four (24) months following date of hire. Where a nurse fails to complete such certification requirements, she will be terminated from the employ of the Home. Such termination shall not be subject matter of grievance or arbitration procedure.

**ARTICLE 5 - RELATIONSHIPS**

- 5.01 The Employer and the Union agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Union agrees there will be no Union activity, meetings, solicitation for membership, or collection of Union dues on Employer's premises or during working hours except with the written permission of the Employer.
- 5.03 (a) It is agreed that there will be no discrimination or harassment by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, national origin, sex, marital status, age, religious affiliation, sexual orientation or any other factor which is not pertinent to the employment relationship, as defined in the Ontario Human Rights Commission.
- (b) The Employer and the Union agree to abide by the Ontario Human Rights Code.
- (c) A nurse who believes she has been harassed contrary to the terms of the code shall follow the process set out in the Grievance Procedure under Article 9 of this agreement prior to filing a complaint with the Ontario Human Rights Commission.
- 5.04 A Nurse returning to work from an illness or injury compensable under Workplace Safety and Insurance Board will be assigned light work as necessary, if available.
- 5.05 Modified Work/Return to Work
- (a) The Home will notify the President of the Local Nurses' Union of the names of all nurses off work due to a work related injury (whether or not the nurses are in receipt of WSIB Benefits) and those on LTD by the 15<sup>th</sup> of each month.
- (b) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that the Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty.
- (c) If any employee becomes disabled, including WSIB, with the result that she is unable to perform the regular functions of her position, the Employer may determine a special classification and salary, with the hope of providing an opportunity for continued employment.

Positions established under this article will not constitute new classifications and shall lapse upon the recovery, termination, resignation, or retirement of the employee in question.

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

Nothing in this language obligates the Employer to establish a modified/light/alternative work program, except as required by law.

- (e) The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7 at the same time as it is sent to the Board.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockouts" shall bear the meaning given in the Ontario Labour Relations Act R.S.O. Chapter 232 as amended.

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

- 7.01 The Employer shall deduct, in the first payroll period in each month, from the earnings of all employees in the bargaining unit, a sum equal to the monthly union dues for each employee. Where an employee has no earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has earnings within that month. The deduction period for an employee may be extended where the employee does not receive pay in a particular month.
- 7.02 Such dues shall be deducted monthly from each employee, but in the case of a newly-hired employee such deduction shall commence in the first pay period immediately following her date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Vice President Finance of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Vice-President Finance of the Union, no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Home shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations and those on LOA) and additions from the preceding month and their Social Insurance Numbers. A copy of this list will be sent to the Bargaining

Unit. Once per year the Employer will provide a list of addresses and telephone numbers.

- 7.06 The Employer agrees that an officer of the Union or nurse representative shall be allowed a reasonable period during regular working hours to interview newly hired nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be mutually arranged.
- 7.07 The Employer will provide each nurse with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes.

## **ARTICLE 8 - UNION COMMITTEES AND REPRESENTATION**

### 8.01 Nurse Representatives

The Employer agrees to recognize two nurse representatives, to be elected or appointed by the Union. The Union shall advise the Employer of the names of all nurse representatives.

### 8.02 Grievance Committee

The Employer will recognize a grievance committee of not more than two (2) nurses employed by the Employer with a maximum of two (2) of these nurses on a specific grievance at any one time. This committee will represent both full and part-time nurses.

- 8.03 It is agreed that nurse representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder.

### 8.04 Employer-Union Committee

- (a) There shall be an Employer-Union Committee comprised of representatives of the Home, one of which shall be the Executive Director of Resident Nursing Services or her designate and one other, and of the Union, one of which shall be the Local President or her designate and one other.
- (b) The Committee shall meet a minimum of four (4) times per year unless otherwise agreed, and as required under Section 10.01 (Professional Responsibility clause) or Section 12.08 (Lay-off clause). The duties of the Chairperson shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. Secretarial services will be provided by the Employer. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
- i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendation on matters of concern including the quality and quantity of nursing care;
  - ii) dealing with complaints referred to it in accordance with the provisions of Article 10.01 Professional Responsibility;
  - iii) discussing and reviewing matters relating to orientation and in-service programmes;
  - iv) dealing with proposed lay-offs in accordance with the provisions of Article 12.08.
  - v) The parties further agree that suitable subjects for discussion at the joint labour management committee will include aggressive residents.
- (d) the Employer agrees to pay for time spent during regular working hours for representatives of the Union attending at such meetings.

#### 8.05 Negotiating Committee

The Employer agrees to recognize a negotiating committee of not more than two (2) nurses employed by the Employer for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for scheduled hours missed as a result of time spent in directly negotiating for the renewal of a collective agreement with the Employer, up to but not including mediation/arbitration.

#### 8.06 Accident Prevention - Health and Safety Committee

- (a) The Home and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury, and illness. The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. At least one of the employees representing workers under the *Occupational Health and Safety Act*, who is trained to be a certified worker as defined under the Act, shall be from the Association.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Home agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the

Home will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.

- (e) Meetings shall be held every quarter or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least (1) calendar year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the Committee is entitled to,

- i) up to one hour or such longer period of time as the Committee determines is necessary to prepare for each committee meeting;
- ii) such time as is necessary to attend meetings of the Committee; and
- iii) such time as is necessary to carry out inspections and investigations under subsection 9(26) and 9(31) of the Act ref: *Occupational Health and Safety Act. Sec 9(34).*

A member of the Committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper. Ref: *Occupational Health and Safety Act. Sec 9(35)*

- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Home at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (j) Where the Home identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to employees.
- (k) A member of the Committee shall be deemed to be at work while the member is fulfilling the requirements for becoming certified by the

Workplace Health and Safety Agency, and the member's employer shall pay for the time spent at the member's regular or premium rate as may be proper. This provision does not apply with respect to employees who are paid by the Agency for the time spent fulfilling the requirements for becoming certified.

- (l) The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Committee may review and offer input into the infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

- (m) The Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:
- Musculoskeletal Injury Prevention
  - Needle Stick Injury Prevention
  - Personal Protective Equipment
  - Training designed to ensure competency under the Act for those persons supervisor responsibilities.

8.07 The Parties to this agreement recognize and embrace the value of promoting an environment that supports continuous learning and enhanced opportunities for career development. Accordingly, the Union agrees to encourage its members to cooperate with Employer requests to identify or suggest learning needs. The Employer will consider all such requests when developing learning programs in the facility.

8.08 The Union shall keep the Employer notified in writing of the names of the nurse representatives and/or Committee members and Officers of the Bargaining Unit appointed or selected under this Article as well as the effective date of their respective appointments.

8.09 All reference to nurse representatives, committee members and officers in this Agreement shall be deemed to mean nurse representatives, committee members or officers of the Bargaining Unit.

8.10 The Employer agrees to give representatives of the Ontario Nurses' Union access to the premises of the Home for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with the CEO/Administrator. Such representatives shall have access to the premises only with the approval of the CEO/Administrator which will not be unreasonably withheld.

8.11 Where a nurse makes prior arrangements for time off from a tour of duty to attend to Union business, the nurse shall not be scheduled to work another tour that day, however, if the need arises and the nurse is agreeable, she may be called in to work.

8.12 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened, or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

8.13 All joint Employer and Union meetings noted above shall be scheduled, where practical, during the employee's working hours. Where, in the opinion of the Employer it is operationally necessary, relief staff will be provided during such meetings.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 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.

- 9.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a nurse is entitled to be represented by her nurse representative. In the case of suspension or discharge, the Home shall notify the nurse of this right in advance.
- 9.03 It is the mutual desire of the parties hereto that complaints of nurses regarding the collective agreement shall be adjusted as quickly as possible and it is understood that a nurse has no grievance until she has first given her Executive Director of Resident Nursing Services opportunity of adjusting her complaint. Such complaint shall be discussed with her Executive Director of Resident Nursing Services or designate within nine (9) calendar days after the circumstances giving rise to it having occurred and the Executive Director of Resident Nursing Services or designate shall reply within nine (9) calendar days. It shall then be taken up as a grievance within nine (9) calendar days in the following manner and sequence:
- Step 1: The nurse may submit a written grievance signed by her to the Executive Director of Resident Nursing Services or designate. The Executive Director of Resident Nursing Services or designate will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement then:
- Step 2: Within nine (9) calendar days following the decision under Step No. 1 the nurse may submit the written grievance to the CEO/Administrator or designate. The parties will, if either party requests, meet to discuss the grievance at a time and place suitable to both parties. The CEO/Administrator or designate will deliver the decision in writing nine (9) calendar days from the date on which the written grievance was presented to him.
- 9.04 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 No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Home shall be filed with the Local President or her designate.
- 9.05 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 signed by each nurse who is grieving to the Executive Director of Resident Nursing Services or his/her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.06 The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:
- (a) reasons which are arbitrary, discriminatory or in bad faith,
  - (b) exercising a right under this Agreement.

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

A claim by a probationary nurse that she has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Home at Step 2 within seven (7) days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below

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

A claim by a nurse who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Home at Step No. 2 within nine (9) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

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

- 9.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the Employer shall be entitled to serve written notice on the Union that the grievance shall be deemed to have been abandoned unless a written request for arbitration is received by the Employer within fourteen (14) calendar days of the receipt of the notice by the Union.
- 9.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the nurses.
- 9.09 Grievances shall be on a form mutually agreed upon by the parties.
- 9.10 (a) When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement and within eighteen (18) calendar days name a nominee. Within eighteen (18) calendar 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 thirty (30) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- (b) Within ten (10) days of the receipt of notice referred to in Article 9.10 (a) either party may require a process for a sole arbitrator selected from the panel set out below, where the grievance concerns:
- i) job posting
  - ii) a short term layoff
  - iii) responsibility pay, premiums, overtime and call-in pay
  - iv) entitlement to leave
  - v) scheduling issues
  - vi) any other grievance as mutually agreed

All references in Article 9 to an Arbitration Board shall be taken to include a sole arbitrator.

Once appointed, the sole Arbitrator shall have the power to mediate/arbitrate the grievance, including the power to impose a settlement, as long as such settlement is consistent with Article 9.13.

The parties agree that, where an informal process is initiated, presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 9.18 will apply to this Article, except where specifically modified by this Article.

The parties agree that Chairpersons under this mechanism shall be agreed from the list of names below. Failing agreement, an Arbitrator will be appointed from the list of names below whose name follows the last Arbitrator appointed.

Gerald Charney	Barry Fisher
Louisa Davey	William Kaplan
Pauline Dietrich	Loretta Mikus
Jane Emerich	Richard Verity

- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.13 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.

- 9.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and 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.
- 9.15 Each of the parties hereto will bear the expense 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.
- 9.16 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48.16 of the *Labour Relations Act*.
- 9.17 Upon request a representative of the Union, as outlined in Article 8.05, may be present at any step of the grievance procedure.
- 9.18 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

#### **ARTICLE 10 - PROFESSIONAL RESPONSIBILITY**

- 10.01 In the event that the Employer assigns a resident load or a workload to an individual nurse or a group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:
- (a) i) complain in writing to the Employer-Union Committee within fifteen (15) calendar days of the alleged improper assignment. The chairman of the Employer-Union Committee shall convene a meeting of the Employer-Union Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
  - ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Employer-Union Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Union, one chosen by the Employer, and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as chairperson.
  - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is

necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- (b) i) The list of Assessment Committee Chairs is attached as Appendix 3. During the term of this Agreement, the parties shall meet as necessary to review and amend by agreement the list of chairs of Professional Responsibility Assessment Committees.

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

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

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chair and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein
- (c) If a difference arises between the parties with regard to the composition or rotation of the panel, it shall be submitted directly to a Board of Arbitration in accordance with Article 9.07 of the Collective Agreement.

Any complaint lodged under this provision shall be on the current Professional Responsibility Complaint Workload form as provided by ONA.

#### 10.02 Orientation and In-Service Programme

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

- 10.03 Before assigning a newly hired nurse in charge of a nursing unit, the Employer 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 program providing such assignment is in accordance with any scheduling regulations or objectives contained in this Collective Agreement. Regular part-time nurses who are employed at other agencies may agree to waive scheduling regulations to accommodate the orientation process.

- 10.04 Nurses recalled from lay off under Section 12.07 (a) and nurses whose probationary period has been extended under Section 12.01 may be provided any orientation determined necessary by the Employer. A request by such a nurse for orientation shall not be unreasonably denied.

- 10.05 (a) Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Home. Available programmes will be publicized.
- (b) Each Nurse has the right to request leave with no loss of salary to a maximum of three (3) working days per year to attend professional development courses at the nurse's own expense, provided that the course is approved by the Employer and that such leave dose not interfere with the efficient operations of the home. The nurse shall provide the Employer with as much notice as is practicable to ensure that replacement staff are provided.
- 10.06 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Home policy related thereto.
- 10.07 When a nurse is on duty and authorized to attend any in service program within the Home and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When a nurse is required by the Employer to attend courses (other than those necessary to maintain her level of competency in accordance with the Standards of Nursing Practice from the College of Nurses) outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay. Nurses shall be responsible for maintaining their levels of competency in accordance with the Standards of Nursing Practice from the College of Nurses.
- 10.08 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.
- Any information that is provided to the Home by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.
- 10.09 Where computers are introduced into the workplace and nurses are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the nurses involved.

#### **ARTICLE 11 - ACCESS TO FILES**

- 11.01 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 initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Home against the nurse. Each nurse shall have reasonable access to all her files for the purposes of reviewing their contents in the presence of her supervisor. A copy of any evaluation will be provided to the nurse at her request. No document shall be used against a nurse

where it has not been brought to her attention within thirty (30) days of the occurrence.

- 11.02 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 a one year period.

## **ARTICLE 12 - SENIORITY**

- 12.01 (a) Newly hired nurses shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for nurses whose regular hours of work are other than the standard work day). If retained after the probationary period, the nurse shall be credited with seniority from date of last hire. With the written consent of the Home, the probationary nurse and the President of the Bargaining Unit or her designate, such probationary period may be extended. Where the Home 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 (450 hours) worked and, where requested, the Home will advise the nurse and the Union of the basis of such extension.
- (b) A nurse who transfers from part-time to full-time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire. Where no such probationary period has been served, the number of tours worked during the nine months immediately preceding the transfer shall be credited towards the probationary period to a maximum of 40 tours (or 300 hours).
- 12.02 (a) A seniority list shall be established for all nurses covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the President of the Bargaining Unit or her designate in January and July of each year indicating the seniority ranking of the bargaining unit members as of December 31 and June 30 respectively. A copy of the seniority list shall also be posted at the same time.
- (b) Once posted a nurse will have a period of sixty (60) calendar days from the posting date to make a written complaint about her seniority as recorded. If the Employer's response to such complain is not satisfactory to the nurse, she is entitled to file a grievance under Article 9 of this Agreement. Otherwise the nurse's seniority shall be deemed to be accurate as of the posting date.
- 12.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time. A nurse whose status is changed from full-time to part-time, shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority or service. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority or service for

each 1500 hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

- 12.04 Full-time: If a nurse's absence without pay from the Home including absences under Article 13, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage. Such payment shall be paid to the Employer by the 15th of the benefit month.

Notwithstanding this provision, seniority shall accrue for a period of one year if a nurse's absence is due to disability resulting in WSIB benefits including the period of the disability program covered by Employment Insurance.

- 12.05 An employee shall lose all seniority and shall be deemed terminated if she:
- (a) resigns;
  - (b) is discharged and not reinstated;
  - (c) is absent for three (3) consecutive working days without notifying the Employer unless a satisfactory reason is given;
  - (d) is laid off for more than thirty (30) calendar months;
  - (e) retires;
  - (f) when in receipt of WSIB as a result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
  - (g) when on illness absence not paid by the employer for a period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
  - (h) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

The Union and the Employer agree to abide by the Human Rights Code.

- 12.06 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make written application for such vacancy within the seven (7) day period referred to herein.

Nurses shall be selected for positions under either 12.06 (a) or (b) on the basis of their skill, ability, experience and qualification. Where these factors are relatively equal amongst the nurses considered seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Where seniority governs the most senior applicant, regardless of her ONA bargaining unit, at the Home will be selected. Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was promoted, the Home will attempt, during the first thirty-five (35) tours (262.50 hours for nurses whose regular hours of work are other than the standard work day) worked from the date on which the nurse was first assigned to the vacancy, to return her to her former job and the filling of the subsequent vacancies will likewise be reversed.

- (b) Full-time: An application for transfer system will be established. Under such a system, any nurse will be able to fill out an appropriate form indicating her interest in working elsewhere in the Home and her application shall be considered as though she had made it at the time of posting, when a permanent or temporary vacancy occurs, as has been posted.
- (c) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leave of absence (including maternity) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to utilizing non-bargaining unit nurses supplied by an agency or registry. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Upon completion of the temporary vacancy, the Home will return the replacing nurse to her former status.
- (d) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure or the Request for Transfer procedure provided herein has been complied with and arrangements have been made to permit the nurse selected to fill the vacancy to be assigned to the position.
- (e) The name of the successful applicant will be posted by the Employer. A nurse selected as a result of a posted vacancy or a Request for Transfer need not be considered for a further permanent vacancy for a period of up to six (6) months from the date of her selection.

- (f) At the request of the nurse, the Home will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (g) Part-time nurses who relieve full-time temporary positions will remain covered by the part-time collective agreement and be paid percentage in lieu of benefits.
- (h) Notwithstanding the entry to practice (baccalaureate degree in nursing which will become effective in 2005) the employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.

12.07

- (a) A lay-off of nurses shall be made on the basis of integrated seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- (b) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (c) All part-time and full-time nurses represented by the Union who are on layoff will be given a job opportunity in the full-time and part-time categories before any new nurse is hired into either category.
- (d) Recall to a regular part-time or full-time position shall be in order of integrated seniority. An employee will respond to a registered notice of recall within seven calendar days of receipt of same and shall be available for work within an additional fourteen (14) days unless otherwise agreed.

12.08

In the event of a proposed layoff at the Home of a permanent or long term nature, the Employer will:

- (a) In the event of a bed cut-back or a cut-back in service which will result in displacement of staff, the Employer will provide the Bargaining Agent with reasonable notice. If requested, the Employer will meet with the Bargaining Agent through the Employer-Union Committee to review the reasons and expected duration of the bed cut-back or cut back in service, realignments of service or staff and its effect on nurses in the bargaining unit.

Any agreement between the Employer and the Bargaining Agent resulting from the review above concerning the method of implementation will take precedence over the terms of this Article.

- (b) Notice to Union of Long Term Layoff

In the event of a pending lay-off of a permanent or long-term nature, the Home will:

- (a) Provide the Union with ninety (90) days' notice;

- (b) Meet with the Union to review the following:
  - i) the reasons causing the lay-off;
  - ii) the service which the Home will undertake after the lay-off;
  - iii) the method of implementation, including areas of cutback and the employees to be laid off.

It is understood that permanent or long-term nature means a lay-off which will be longer than eight (8) weeks.

- (c) ninety (90) days' notice of layoff shall be given to each affected individual which is not pyramided on the notice provided for in Article 12.08 (b)

- 12.09
- (a) A nurse who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain but not accumulate her seniority held at the time of the transfer. In the event the nurse is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
  - (b) In the event that a nurse is transferred out of the bargaining unit under (a) for a specific term or task which does not exceed a period of fifty-three (53) weeks or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that a nurse may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

### **ARTICLE 13 - LEAVES OF ABSENCE**

- 13.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director of Resident Nursing Services or her designee. Such requests are to be as far in advance as possible and a written reply will be given within fourteen (14) days except in cases of emergency. Such leave shall not be unreasonably withheld. Personal leave shall be limited to one (1) nurse at any one time.

- 13.02 (a) Leave for Union Business

The Employer agrees to grant leaves of absence to nurses selected by the Union to attend Union business including conferences, conventions and Provincial Committees. The number of nurses granted leave in accordance with this clause will be limited to a total of one (1). As much advance notice as possible but not less than forty-eight (48) hours notice in writing will be given. The cumulative total of thirty-five (35) working days per calendar year will be granted.

During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Bargaining Unit agrees to reimburse the Employer in the amount of the daily rate of the nurse

subject to the provisions of Article 12.04. The Home will bill the Bargaining Unit within thirty (30) days of expiration of the leave.

The Union recognizes the necessity of the Home to maintain a suitable work force.

(b) Leave of Absence for Employees who serve as Local Coordinators for the Ontario Nurses' Association

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

13.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Union, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Home to minimize disruption of its services shall be given to the Home for such leave of absence. Notwithstanding Article 12.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided in Article 13.02 above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. The number of nurses on leave at one time shall be limited to one (1).

13.04 Leave, President, ONA

Upon application in writing by the Union on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of the President of the Ontario Nurses' Union for a period of up to two (2) years. Notwithstanding the provisions of Section 12.04, Seniority, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Union. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

13.05 Bereavement Leave

- (a) A nurse who notifies the Home as soon as possible following the death of her parent, spouse, or child (including common-law spouse, same sex partner, step-child or step parent, or guardian) shall be granted four (4) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral or equivalent service.

- (b) A nurse who notifies the Home as soon as possible following the death of her brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral or equivalent service.
- (c) Where a nurse does not qualify under the above-noted conditions, the Home may nonetheless grant a paid bereavement leave. The Home, in its discretion, may extend such leave with or without pay.
- (d) A nurse shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service for his/her aunt, uncle, niece or nephew.

### 13.06 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's regular duties at the Home, the nurse shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

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

### 13.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable position.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be

credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of 60 tours (450 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings (which for part time employees shall include percentage-in-lieu based on the employee's normal weekly hours) paid biweekly and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse'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.

### 13.08

#### Parental Leave

Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into 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.

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 13.07 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may

extend the parental leave for a period of up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (c) The nurse shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 12.01 to a maximum of 60 tours (450 hours for nurses whose regular hours of work are other than the standard work day).

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

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Employment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings (which for part time employees shall include percentage-in-lieu based on the employee's normal weekly hours) paid biweekly and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The nurse'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 employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- 13.09
- (a) Leave of absence, with pay or without pay, may be granted to employees to attend professional and educational meetings, courses or other events which may be judged beneficial to the employees professional development, especially as it relates to her responsibilities with the Employer.
  - (b) Where an employee is required by the employer to attend a course or workshop, the employer agrees to pay any applicable fee and the employer agrees to compensate such employees time off work as the result of attending the course.
  - (c) Leave of absences without pay may be granted to employees for up to one (1) academic year to attend further education which may be judged to be beneficial to employee's professional development, especially as it relates to her employment. This request shall not be unreasonably denied. The employee who is granted such a leave will make a commitment to return to work for a period equal to that of the leave.
  - (d) Written application for such leaves shall be made by the nurse to the Executive Director of Resident Nursing Services or her designate. Requests for such leave will not be unreasonably denied.
  - (e) A nurse may be granted a leave of absence without loss of earnings from her regularly scheduled working hours for the actual day(s) spent writing examinations required in a recognized course, directly related to the nurses employment with the Home, in which a nurse is enrolled to upgrade her nursing qualifications.

13.10 Pre-paid Leave Plan

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

- (a) The plan is available to nurses wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 680I, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director of Resident Nursing Services at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of nurses that may be absent at any one time shall be one (1) full-time and one (1) part-time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the Bargaining Unit and the Home.
- (d) Written applications will be reviewed by the Executive Director of Resident Nursing Services or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority.

Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Home.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Home and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the O.M.E.R.S. will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferred portion provided three (3) months' notice is given the Executive Director of Resident Nursing Services. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Home plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The Home will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Home is unable to find a suitable replacement, it may postpone the leave. The Home will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Home in order to authorize the Home to make the appropriate deductions from the nurse's pay. Such agreement will include:

- i) a statement that the nurse is entering the pre-paid leave program in accordance with Article 13.10 of the Collective Agreement.
- ii) the period of salary deferral and the leave period for which is requested.
- iii) the manner in which the deferred salary is to be held. The letter of application from the nurse to the Home to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### 13.11 Care Leave

Employees will be granted up to thirty-seven and one-half (37.5) hours leave without pay in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependent or parent(s), or to accompany them to obtain unexpected medical care.

Care leave will include all purposes under Section 50(1) paragraphs 2 & 3 of the *Employment Standards Act, 2000* except death. Employees accrue seniority and service while on such leave.

### **ARTICLE 14 - SICK LEAVE**

#### FULL-TIME ONLY

14.01 Sick leave is the period of time a nurse is permitted to be absent from work by reason of being sick or disabled or because of an accident which is not compensable under Bill 99 - *Workplace Safety and Insurance Act*.

Effective upon confirmation by the Employment Insurance Commission of a SUB plan:

14.02 The Home will assume total responsibility for providing and funding a short term leave plan (hereafter the "Plan").

#### 14.03 Rate of Sick Pay Income

(a) When a nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or Workplace Safety and Insurance Benefits, the nurse shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under any other provision of the collective agreement if she otherwise qualifies.

#### (b) Rate and Duration of Benefits

Benefits of eighty percent (80%) of her regular daily earnings are payable for up to two (2) calendar weeks based on a normal five day work week if a nurse is absent owing to illness or injury. The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top up these benefits to seventy percent (70%) of her

straight time wages. In the event that the employee does not qualify for E.I. Sick Leave benefits by reason of inadequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness but shall not be eligible for payment for sickness beyond thirty-two weeks, as set out in (c) below and shall receive no further coverage until such time as she applies for and is in receipt of L.T.D. benefits

- (c) A nurse who continues absent owing to illness or injury after seventeen (17) weeks shall receive payment from the Employer for a further thirty-five (35) weeks if she was eligible for E.I. Sick Leave benefits. Such payment shall be at the rate of seventy percent (70%) of her straight time wages. If the nurse was ineligible for E.I. benefits she shall continue to receive sick pay at the rate of seventy percent (70%) of her straight time wage for a period of fifteen (15) weeks beyond the period referenced in (b).

(d) Recurrence of Disability

When a nurse returns from an absence due to a Total Disability and works for three (3) continuous weeks, her benefit period for STD will be reinstated in full, however, if within three (3) calendar weeks following her return to work she is disabled from the same or a related cause, only the remainder of the STD benefit period as described in (c) above will apply.

If within three (3) regular work weeks following a return to work, the nurse becomes disabled from an unrelated cause of injury or illness, her benefit period will be reinstated in full. However, if she remains absent from work and she becomes further disabled (due to a related or unrelated cause of injury/illness) the STD benefit period will not be reinstated.

If a nurse returns to work on an approved modified work programme, she is not considered to be Actively at Work. The time spent doing modified work continues to count toward the expiry of the STD benefit period and does not cause it to be reinstated.

(e) Proof of Disability

Proof of Total Disability, such as a doctor's certificate, that is satisfactory to the employer, is required if a nurse is absent for three (3) days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order for the nurse to qualify for benefits.

14.04

The Home will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan. The Employee will pay the balance of the billed premium through payroll deduction. The benefit shall be payable after a fifty-two (52) week period, in accordance with the terms of the Carrier, the weekly benefit being sixty-six and two thirds percent (66-2/3%) of a nurses salary, to a maximum of \$4,500 per month.

The change to this Article will be effective January 1, 2007.

- 14.05 Any dispute concerning a nurse's entitlement to short term or long term benefits under the Plan may be subject to a grievance and arbitration under the provisions of this collective agreement.
- 14.06 For nurses whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tours in the nurses biweekly pay period for the duration of the STD coverage as outlined above. All other provisions of the existing plan shall apply mutatis mutandis.
- 14.07 Absences due to pregnancy related illnesses shall be considered as sick leave under the Plan.
- 14.08 A nurse who is absent from work as a result of an illness or injury sustained at work who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Home for payment equivalent to the lesser of the benefit the nurse would receive from the Workplace Safety and Insurance Board if the nurses' claim was approved, or the benefit to which the nurses would be entitled under the short term sick portion of the Plan. Payment will be provided only if the nurse provides evidence of disability satisfactory to the Home then any payments will be refunded to the Home following final determination of the claim by Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurses would be entitled under the short term portion of the Plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

#### FULL-TIME AND PART-TIME

- 14.09 Nurse returning to work from an illness or injury compensable under Workplace Safety and Insurance Board will be assigned light work as necessary, if available.
- 14.11 Medical certificates may be requested by the Employer when a nurse is absent due to illness. This certificate must be submitted within four days of returning to work and must show the dates that the nurse was unable to work due to sickness or accident.
- 14.12 When the Employer requires a medical certificate from a medical practitioner, it shall promptly reimburse the employee for the receipted amount paid for that certificate up to a maximum of the current OMA Schedule of Fees for third party and other uninsured services for private insurance sickness forms (both original and supplemental or continuation forms) plus ten percent (10%) of that current suggested fee. Any charge incurred by the employee above this maximum will be the responsibility of the employee.

#### PART-TIME ONLY

- 14.13 If a nurse is sent home from work due to illness or injury, she shall be paid for the full tour.

- 14.14
- (a) Nurses shall provide the Nursing Office when cancelling a shift due to sickness or other causes, with as much advance notice as possible.
  - (b) Nurses being off work on sick leave for one to three days will provide their Nursing Office with at least five hours notice of intent to return to work.
  - (c) Nurses being off work on sick leave for more than three days will provide their Nursing Office with at least twenty-four hours notice of intent to return to work.

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

- 15.01 The following provision designating regular hours on a daily tour and regular daily tours over the nursing schedule determined by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each tour or during each tour schedule. Subject to Article 15.02 below:
- (a) The normal daily tour shall be seven and one-half (7½) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one-half (½) hour meal period, it being 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 Article 16.
  - (b) Nurses shall be entitled, subject to the exigencies of resident care, to a relief period during each half tour on the basis of fifteen (15) minutes for each half tour. The scheduling of meal periods and relief periods shall be continued as per present practice.
  - (c) Full-time: The regular daily tours of duty of a nurse shall average five (5) days per week over the nursing schedule determined by the Employer.
  - (d) Where the nurse notifies her supervisor that she has been or will be unable to take the normal lunch break due to the requirement of providing resident care, such nurse shall be paid time and one-half (1½) her regular straight time hourly rate for all such time worked.
  - (e) Without limiting the generality of the Letter of Understanding attached to this agreement the parties agree as follows:
    - i) Where nurses work an extended tour the provisions set out in this agreement will be adjusted accordingly.
    - ii) The normal daily extended tour shall be 11.25 consecutive hours in any twenty-four hour period, exclusive of a total of 45 minutes of unpaid meal period.
    - iii) Nurses shall be entitled, subject to the requirements of resident care, to relief periods during the tour totalling forty-five (45) minutes in accordance with Article 15.01(b).

- iv) Nurses working twelve (12) hour tours will not be scheduled to work more than three (3) consecutive tours or premium pay will result.

15.02 The introduction or discontinuance of longer daily tours shall be determined by local negotiation.

15.03 Scheduling Regulations

The Employer agrees to schedule nurses in accordance with the following scheduling regulations:

FULL-TIME/PART-TIME

- (a) Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes in posted time schedules must be submitted in writing and co-signed by the nurse willing to exchange days off or tours of duty. In any event, it is understood that such a tour of duty, initiated by the nurse and approved by the Employer, shall not result in overtime compensation or payment.
- (b) A full-time employee shall normally be scheduled off every second weekend and a part-time employee shall normally be scheduled off every third weekend. If a full-time employee is required to work a second consecutive and subsequent weekend or a part-time employee is required to work on a third consecutive and subsequent weekend, she or he will receive time and one-half (1 ½) her or his regular straight time hourly rate for all hours worked on that weekend and on each subsequent consecutive weekend until a weekend is scheduled off, save and except where:
  - i) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
  - ii) such nurse has requested weekend work, or
  - iii) such weekend is worked as the result of an exchange of shifts with another nurse.

A weekend shall be defined as fifty-six (56) hours off duty from the completion of Friday shift to the commencement of Monday Shift

- (c) Split tours will not be scheduled.
- (d) Nurses will be scheduled off for at least four (4) calendar days at either Christmas (to include Christmas Eve, Christmas Day and Boxing Day) or New Year's (to include New Year's Eve and New Year's Day) unless working in an area which does not normally work weekends or Paid Holidays. Scheduling Regulations 15.03 (d) and (g) may be waived between December 15 and January 15 to accomplish this time off. No later than November 1st in each year following meeting(s) of the Employer-Union Committee, the Employer will issue a schedule for the

Christmas-New Year period in accordance with the scheduling regulations.

FULL-TIME ONLY

- (e) Normally two (2) consecutive days off will be scheduled during each work week. However, schedules may be agreed upon to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work without days off as long as four (4) days off are scheduled each fourteen (14) days. At least two (2) consecutive days off must be scheduled at any time.
- (f) Schedules will be posted at least two (2) weeks in advance to cover a period of six (6) weeks. Changes to the posted schedule shall be brought to the attention of the nurse in accordance with Article 16.12.
- (g) A period of at least two (2) consecutive tours off shall be scheduled between a change of shifts. At least forty-eight (48) hours will be scheduled off after nights. Failure to provide this will result in premium pay in accordance with Article 16.03 for the first shift worked after this short change.
- (h) A nurse who normally rotates on days and another shift shall be scheduled for at least 50% of the time worked on days.
- (i) Nurses may be granted a permanent tour on request if one is available. A nurse on permanent night shift, (2300 - 0700), may be scheduled once a year to spend two (2) weeks on a day shift at a mutually agreeable time.
- (j) A nurse will not be required to change tours of duty more than once during a work week.

PART-TIME ONLY

- (k) No more than five (5) consecutive days without two (2) days off will be scheduled.
- (l) Schedules will be posted at least two (2) weeks in advance to cover a period of six (6) weeks. It shall be the responsibility of the nurse to consult posted work schedules. The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the nurse in accordance with Article 16.12.

NOTE: Part-time employees are contacted by telephone regarding changes and the Director of Care waits for verbal confirmation of receipt of message.

- (m) A period of at least two (2) consecutive tours shall be scheduled off between a change of scheduled shifts. Failure to adhere to this requirement will result in premium pay in accordance with Article 16.03 for the first shift worked after this short change.

- (n) Subject to provisions of the agreement, the Home will endeavour to assign the available shifts for a posted schedule equitably among all part-time nurses. Extra or uncovered shifts will be offered to those with the least number of worked shifts first so that an even distribution of all worked shifts amongst part-time may be attempted over the posted schedule.

## **ARTICLE 16 - PREMIUM PAYMENT**

### 16.01 (a) FULL-TIME

If a nurse is authorized to work in excess of the hours referred to in Article 15.01 (a) or (c), she shall receive overtime premium of one and one-half times her regular straight time hourly rate. 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 normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) and (c) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half times her regular straight time hourly rate.

### (b) PART-TIME

If a part-time nurse is authorized to work in excess of the hours referred to in Article 15.01 (a), she shall receive overtime premium of one and one-half times her regular hourly salary. A part-time nurse (which includes casual nurse) who works in excess of seventy-five (75) hours in a two week period shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked in excess of seventy-five (75). 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 normal daily tour. If authorized overtime amounts to fifteen (15) minutes or more, overtime premium shall be paid for the total period in excess of the normal daily tour. Overtime premium will not be duplicated for the same hours worked under Article 15.01 (a) nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement. Nothing herein will disentitle the nurse to payment of the normal tour differential provided herein. For purpose of clarity, a nurse who is required to work on her scheduled day off shall receive overtime premium of one and one-half times her regular straight time hourly rate.

16.02 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour

on the request of a nurse or a change-over to daylight saving time from standard time or vice versa or an exchange of tours by two nurses.

- 16.03 Work scheduled by the Employer to which a premium is attached under scheduling regulations contained in the Collective Agreement shall be paid at one and one-half times the nurse's regular straight time hourly rate or as otherwise provided.
- 16.04 Where a nurse is required to work on a paid holiday or on a tour that is paid at the rate of time and one-half her regular straight time hourly rate as a result of Article 16.03 above and she is required to work additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled tour for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 16.05 A nurse who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be required to perform any nursing duties assigned by the Employer, if her regular duties are not available.
- 16.06 Full-time: Where a nurse has completed her regularly scheduled tour and left the Home and is called in to work outside her regularly scheduled working hours, she shall receive time and one-half her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift. In such a case, she will receive time and one-half her regular straight time hourly rate for actual hours worked up to the commencement of her regular shift.
- Part-time: Where a part-time nurse has completed her tour of duty and left the Home and is called in to work within a 16 hour period thereafter, she shall receive time and one-half her regular hourly salary for all hours worked with a minimum guarantee of four (4) hours pay at time and one-half (1½) her regular hourly salary except to the extent that such four (4) hour period overlaps or extends into her next tour. In such case she will receive time and one-half (1½) her regular hourly salary for actual hours worked up to the commencement of the next tour.
- 16.07 Nurses will not be placed on standby
- 16.08 Part-time: The regular straight time hourly rate will be the hourly rate in the wage schedule set forth in Article 21.01 (a).
- 16.09 Full-time: In computing a full-time nurse's regular straight time hourly rate under this Collective Agreement such rate shall be established by dividing the product of the nurse's regular monthly salary exclusive of any allowance or premium pay times twelve (12) by the regular average weekly hours times fifty-two (52).
- 16.10 Full-time: Where a nurse has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such nurse shall have the option of electing payment within 30 days of the overtime earned at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e.

where the applicable rate is time and one-half then time off shall be at time and one-half).

- 16.11 (a) A nurse shall be paid a shift premium of seventy cents (70¢) per hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Tour differential will not form part of the nurse's straight time hourly rate.

Shift Premiums

i) Evening Premium

Effective March 1, 2004 a nurse shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the hours defined as an evening shift.

ii) Night Premium

A nurse shall be paid a shift premium of one dollar (\$1.00) per hour worked which falls within the hours defined as a night shift.

- iii) Shift premiums will not form part of the nurse's straight time hourly rate.

Weekend Premium

- (b) A nurse shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked from 2300 hours Friday to 2300 hours Sunday. Effective March 1, 2004 a nurse shall be paid a weekend premium of one dollar (\$1.00) per hour worked between 2300 hours Friday and 2300 hours Sunday.

Weekend premiums will not form part of the nurse's straight time hourly rate, but will be paid in addition to any shift premium entitlement.

If a nurse is receiving premium pay under Article 16.03 with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

- 16.12 Full-time: It shall be the responsibility of the nurse to consult posted work schedules. The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedules shall be brought to the attention of the nurse. Where less than forty-eight (48) hours' notice is given personally to the nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. This Article does not apply if the change is at the request of a nurse or the Union.

Part-time: It shall be the responsibility of the nurse to consult posted work schedules. The Home will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedules shall be brought to the attention of the nurse. Where less than twenty-

four (24) hours notice of a change in the posted schedule is given personally to a nurse, time and one-half of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule. This Article does not apply if the change is at the request of a nurse of the Union. Such changes shall not be considered a layoff.

16.13 Any nurse who arrives up to one and one-half (1½) hours after the commencement of a tour because of being called with short notice shall be compensated for the full tour.

16.14 When a nurse is required to travel to the Home or to return to her home as a result of reporting to or off work between the hours of 2400 - 0600 hours (including call-in between those hours) by other than her customary transportation facilities, the Home will pay transportation costs by taxi (to a maximum of \$10.00 or such greater amount as the Employer may in its discretion determine for each trip between the aforementioned hours). The nurse will provide the Employer satisfactory proof of payment of such taxi fare.

16.15 Nurses who continue to work after a normal 7.5 hour tour, shall, after two (2) hours, receive a one-half hour paid rest period and be provided with a hot meal or five dollars (\$5.00) if the Employer is unable to provide the hot meal. When a hot meal is provided the meal time will be the paid rest period.

16.16 Ambulance Escort

Where a nurse is assigned to provide resident care for a resident in transit, the following provisions shall apply:

(a) Where the nurse performs such duties during her regular shift, she shall be paid her regular rate of pay.

Where the nurse performs such duties outside her regular shift or on a day off, she shall be paid the appropriate overtime rate.

(b) Where such duties extend beyond her regular shift, the Home will not require a nurse to return to regular duties at the Home without at least eight (8) hours of time off. Where such time off extends into her next regularly scheduled shift, she will maintain her regular earnings for that full shift.

(c) Hours spent between the time the nurse is relieved of resident care responsibilities and the time the nurse returns to home base will be paid at straight time or at appropriate overtime rates, if applicable under Article 16.01. It is understood that the nurse shall return to home base at the earliest opportunity. Prior to the nurse's departure on escort duty, or at such other time as may be mutually agreed upon between the Home and the nurse, the Home will establish with the nurse arrangements for return travel.

(d) The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

- 16.17 It is understood that where there is only one Registered Nurse on duty, the one-half hour meal period will be a paid meal period. It is understood that during the paid meal period, the nurse will not be entitled to any overtime premiums under the provisions of this Collective Agreement.

## **ARTICLE 17 - PAID HOLIDAYS**

### **FULL-TIME:**

- 17.01 A nurse who otherwise qualifies under Article 17.02 hereunder shall receive twelve paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving day
Victoria Day	Remembrance Day
2nd Monday in June	Christmas Day
Canada Day	Boxing Day

In order to qualify for holiday pay, a nurse must meet the following qualifiers, found in the Employment Standards Act:

- (a) must work on his or her scheduled regular day of work preceding or his or her scheduled regular day of work following the holiday.
- (b) must work the holiday if scheduled to do so.

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

- (a) vacation granted by the Employer;
- (b) the nurse's regular scheduled day off;
- (c) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise be entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety and Insurance Board benefits for the day of the holiday, shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Safety and Insurance Board benefits and the holiday pay.

- 17.03 Subject to Article 17.02:

- (a) Where a holiday falls during a nurse's scheduled vacation period, her vacation shall be extended by one (1) day unless the nurse and the Employer agree to schedule a different day off with pay at a mutually

agreeable time within ten (10) days before and sixty (60) days after of the holiday. If such day off is not taken, payment shall be made in accordance with Article 17.08.

- (b) Where a holiday falls on a nurse's scheduled day off an additional day off with pay will be granted at a mutually agreeable time within ten (10) days before and sixty (60) days after the holiday. If the day off is not taken, payment shall be made in accordance with Article 17.08.

17.04 A nurse required to work on any of the foregoing holidays shall be paid at the rate of time and one-half her regular straight time rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, she will receive a lieu day off with pay in the amount of her regular straight time hourly rate of pay times the number of hours in a normal daily tour as set out in Article 15.01 (a) at a mutually agreeable time within 10 days before and 60 days after a holiday. If the day is not taken, payment shall be made in accordance with Article 17.08.

PART-TIME:

17.05 If a part-time nurse works on any of the holidays listed in Article 17.01 above, she shall be paid at the rate of time and one-half (1½) her regular straight time hourly rate (as set out in the Wage Schedule) for all hours worked on such holiday, subject to the application of Article 16.04 regarding hours worked. Holiday pay, for those part time nurses entitled to it, will be paid in accordance with the Employment Standards Act. In order to qualify for holiday pay, a part time nurse must meet the following qualifiers:

- (a) must work on her/his scheduled regular day of work preceding or her/his scheduled regular day of work following the holiday;
- (b) must work the holiday, if scheduled to do so.

17.06 (a) A part-time nurse, who was hired on or before September 29, 2000, is entitled to the twelve (12) paid holidays with pay as listed in Article 17.01, provided that she works her regular day of work preceding and following the holiday and has completed her probationary period, unless excused by the Employer or absent due to:

- i) vacation granted by the Employer;
- ii) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

- (b) A part-time nurse who works on any of the holidays listed in 17.01 shall be paid at the rate of one and one-half (1½) times her regular hourly salary for hours worked on the holiday and, provided that she qualifies for the holiday as set forth herein, her regular hourly salary for hours worked on the holiday as well.

**FULL-TIME/PART-TIME:**

- 17.07 Holiday pay will be computed on the basis of the nurse's regular straight time hourly rate of pay times the number of hours for a normal daily tour as set out in Article 15.01 (a).
- 17.08 A tour that begins or ends during the twenty-four (24) hour period of the holidays listed in 17.01, where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

**ARTICLE 18 – VACATIONS**

- 18.01 **Full-time:** All nurses shall receive vacations with pay based on length of full-time continuous service as follows (vacation entitlement is based on service as of December 31<sup>st</sup> of the previous year):
- (a) Nurses who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings.
  - (b) Nurses who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of three (3) weeks with three weeks' pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - (c) Nurses who have completed three (3) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - (d) Nurses who have completed fifteen (15) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.
  - (e) Nurses who have completed twenty (20) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours of the vacation year.
  - (f) Nurses who have completed twenty-eight (28) or more years of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks with seven (7) weeks' pay, provided the nurse works or receives paid leave for a total of at least 1525 hours of the vacation year.
  - (g) If a nurse works or received paid leave for less than 1525 hours in the vacation year, she will receive pay based on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement – 10%
- 6 week entitlement – 12%
- 7 week entitlement – 14%

18.02 Part-time: All part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with their vacation entitlement, of their gross earnings in the preceding year, on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement – 10%
- 6 week entitlement – 12%
- 7 week entitlement – 14%

Equivalent years of service, calculated pursuant to the provisions of Article 12.01, shall be used to determine vacation entitlement.

In calculating the gross earnings for the year, vacation pay paid for the previous year will be excluded.

18.03 Part-time: All part-time nurses shall receive vacations without pay based on length of continuous service as follows (vacation entitlement is based on service as of December 31 of the previous year):

- (a) Nurses who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days for each completed month of service.
- (b) Nurses who have completed one (1) or more years of continuous service shall be entitled to an annual vacation of three (3) weeks.
- (c) Nurses who have completed three (3) or more years of continuous service shall be entitled to an annual vacation of four (4) weeks.
- (d) Nurses who have completed fifteen (15) or more years of continuous service shall be entitled to an annual vacation of five (5) weeks.
- (e) Nurses who have completed twenty (20) or more years of continuous service shall be entitled to an annual vacation of six (6) weeks.
- (f) Nurses who have completed twenty-eight (28) or more years of continuous service shall be entitled to an annual vacation of seven (7) weeks.

18.04 Full-time: For the purpose of vacation entitlement, nurses transferred from part-time to full-time prior to the effective date of this Agreement shall be credited with service in accordance with 18.07 below.

#### FULL-TIME/PART-TIME

18.05 A nurse who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of

separation, it being understood and agreed that the nurse will provide at least two (2) weeks notice of termination.

- 18.06 Vacation requests must be in by January 31<sup>st</sup> of each year. The Employer will post the vacation schedule by February 28<sup>th</sup>. The Employer will attempt to grant preference of vacation time as requested keeping in mind the vacation quotas established by the Employer/Association Committee. In cases of conflict, seniority will prevail. Nurses wishing to exchange vacation periods after they have been posted shall give such request in writing to their immediate supervisor. No more than three (3) weeks shall be taken during prime time (except in an emergency). Prime time is defined as from July 1<sup>st</sup> to Labour Day.
- 18.07 For the purpose of vacation entitlement service for those nurses whose status is changed from part-time to full-time and vice-versa, shall mean the combined service as a part-time and full-time nurse 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 (1) year of full-time service.
- 18.08 (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- 18.09 Nurses shall receive their vacation in an unbroken period unless otherwise mutually agreed upon between the nurse and the Employer. (One [1] week may be taken in periods of less than five [5] days with mutual consent and with written notice at least two [2] weeks in advance of the posting, except in an emergency.)
- Those nurses who wish to take one (1) week in periods of less than five (5) days must indicate their desire to do so by January 31<sup>st</sup> of each year when vacation requests are submitted.
- 18.10 Once approved, a period of vacation will not be altered except by mutual consent.

## **ARTICLE 19 – HEALTH AND WELFARE BENEFITS**

### **FULL-TIME ONLY**

- 19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible nurses in the active employ of the Home under the Ontario Health Insurance Plan.
- (b) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Liberty Health Semi-Private Plan or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the existing Liberty Health Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the nurse through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care, including contribution towards laser surgery (maximum two-hundred and fifty dollars (\$250.00) every 2 years). The cost of an eye examination once every two years to a maximum of \$80.00 shall be included in the existing vision care allowance.

The Extended Health Care Benefits Plan is amended to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

- (d) Paramedical coverage bank for services from duly licensed or registered paramedical providers, to include registered massage therapy, physiotherapy and chiropractic, at a maximum of three hundred (\$300) dollars per calendar year, but without visit caps or deductibles applicable to claimed amounts. It means that the benefits' maximum is available to be utilized first, after which the employee would be responsible for additional treatment costs, if any.
- (e) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under a group life insurance plan which provides for insurance in the amount of two times the nurse's annual salary.

Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

- (f) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible nurses in the active employ of the Home under the Liberty Health #9 Dental Plan or comparable coverage with another carrier (based on the current ODA rate minus one year) providing the balance of the monthly premium is paid by the nurse through payroll deduction.

19.02 For newly hired nurses, coverage as set out in Article 19.01 shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the plan.

- 19.03 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.04 (a) All present nurses enrolled in the OMERS Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New nurses and nurses employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- (b) Where legislation or the Plan prohibits an employee from contributing to OMERS because of age or length of contributory service, an amount equivalent to the deductions in Article 18.01 will be paid to the employee.
- 19.05 The Employer shall continue to pay the premiums for benefits plans for nurses who are on paid leave of absence or Workplace Safety and Insurance Board or at any time when salary is received or as provided in Article 12.04 or while a nurse is on sick leave (including the Employment Insurance period) or on long term disability to a maximum of thirty (30) calendar months from the date on which the absence commenced. Nurses who are on lay-off may continue to participate in benefits plans, at their request, provided they make arrangements for full premium payment and provided also that the lay-off does not exceed one year.
- 19.06 (a) The Employer shall provide each nurse with information booklets outlining all of the current provisions in the benefits plans defined in Article 19.01 to Article 19.04 inclusive. Upon request, the Employer will make the plans available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 19.01 to Article 19.04 inclusive. The Employer shall also provide the Union with a copy of all current written information provided to the nurses.
- 19.07 Employment Insurance Rebate
- The short-time sick leave plan shall be registered with the Employment Insurance Commission (E.I.C.). The nurses' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

## **ARTICLE 20 – MISCELLANEOUS**

- 20.01 Copies of this Collective Agreement will be provided to each nurse covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the Bargaining Unit. The Association will provide the Employer with an electronic copy of the collective agreement.

- 20.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural.
- 20.03 It shall be the duty of each nurse to notify the Employer promptly of any change in address or any change in temporary residency. If a nurse fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such a nurse. A nurse shall notify the Employer of any change to her telephone number.
- 20.04 Medical examinations, re-examinations and any tests or X-Rays required by the Employer under any legislation shall be paid for by the Employer if not paid for under the nurse's insurance plans. The physician will be selected by mutual agreement. Such agreement will not be unreasonably withheld.
- 20.05 Nurses, on request, will be provided with immunization injections which may be related to her work, as well as gamma globulin required because of a work-related incident, the cost to be borne by the Employer.
- 20.06 The Employer shall provide bulletin boards which shall be placed so that all nurses will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the nurses.
- 20.07 All employees covered by the agreement will be paid every second Thursday by direct deposit into the employee's account. Each employee, on payday, shall receive a statement of earnings in a sealed envelope. There will be a two (2) week hold back of wages that will be paid in full on termination of employment.
- 20.08 Prior to affecting any change in rules or policies which affect nurses covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.
- 20.09 (a) Employers will not conduct criminal reference checks on members of the bargaining unit except as required by legislation, or Ministry Policy.
- (b) Criminal reference checks that are done other than at the time of hiring will be paid by the Employer.

## **ARTICLE 21 – COMPENSATION**

- 21.01 (a) The salary rates in effect during the term of this Agreement shall be those set forth in the schedule attached to and forming part of this Agreement.
- (b) Part-time:
- i) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 13%.

- ii) For nurses who join the pension plan, the percentage in lieu of fringe benefits will be further reduced to 9%.
- iii) The hourly salary rates payable to a part-time nurse, hired on or before September 29, 2000, will include compensation in lieu of all fringe benefits, including but not limited to statutory holiday pay, which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement.
- iv) It is understood and agreed that the part-time nurse's hourly rate (or straight time hourly rate) in this Agreement does not include the additional 13% which is paid in lieu of fringe benefits and accordingly the 13% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.
- iv) All presently employed part-time nurses shall be placed on the salary grid in accordance with all their service as calculated pursuant to the provisions of Article 12.01 and Article 12.03, subject to the provisions of Article 21.05.
- vi)
  - A) Part-time nurses will be eligible to participate in O.M.E.R.S. in accordance with the terms and provisions of the Plan.
  - B) Such contributions as the Employer may be required to make to O.M.E.R.S. shall be deducted from the dollar amount paid to the nurse in lieu of welfare benefits.

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

- 21.03
- (a) A nurse who is promoted to a higher-rated classification within the bargaining unit will be placed on the grid of the higher-rated classification so that she shall receive no less an increase in salary than the equivalent of one step in the salary range of the previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for purposes of wage progression. For the purpose of this Article, promotion shall be defined as a move from one classification to another classification with a higher salary grid and shall not include a change of status from graduate to registered nurse. A nurse who is moved to a lower-rated classification will be placed at the level on the grid, if any, which most closely recognizes her experience level on the other grid.
  - (b) Graduate nurses who become registered nurses shall be placed on the level in the registered nurse's salary grid which represents an increase in salary.
  - (c) A responsibility allowance of seven dollars and fifty cents (\$7.50) per shift will be paid to any registered nurse who is assigned any or all responsibilities of the Executive Director of Resident Nursing Services;

five dollars (\$5.00) per shift will be paid to any registered nurse who is assigned any or all responsibilities of the Director of Nursing.

The assignment of relieving the Executive Director of Resident Nursing Services will be given to a full-time nurse providing he/she is willing and able to do the available work.

In the event that there is no full-time nurse on duty, the assignment will be given to part-time nurse.

A responsibility allowance of eighty cents (.80) per hour will be paid to the nurse-in-charge on Saturdays, Sundays, paid holidays, evenings, and nights.

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

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

Note: Nurses currently on staff who had applied for a recent related experience credit and had been capped in the receipt of full credit as a result of the previous language, who are not at the maximum pay level of the grid, may apply for reconsideration within sixty (60) days of the date of ratification of this Memorandum. Where a change is made to the pay level of a nurse under these conditions it will be effective the date the nurse made the application for reconsideration.

21.05 Full-time: Each full-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Home exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

Part-time: Each part-time nurse will be advanced from her present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 12.03.

21.06 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid. In addition, a nurse who is so transferred will be given credit for service accumulated since the date of her last advancement.

- 21.07 (a) When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step Two of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to arbitration in accordance with Article 9.10, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Home and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a board of arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

- (b) If a nurse becomes disabled with the result that she is unable to carry out the regular functions of her position, the Employer may establish a special classification and salary with the hope of providing an opportunity for continuing employment.

## **ARTICLE 22 – WAGES**

- 22.01 The wage schedule for a Registered Nurse shall be as set out in Appendix 1

22.02 Retroactivity

Increases to the wage schedule shall be retroactive to the rates specified and based on hours paid. The Employer will notify former employees of their entitlement at the last known address on record with the Employer within 30 days of the Board's award and shall provide a copy of the notices to the Association.

- 22.03 Full-time: For the purposes of computing regular daily rates the following formula will apply:

$$\frac{\text{monthly rate} \times 12 = \text{regular daily rate}}{260}$$

## **ARTICLE 23 – DURATION**

- 23.01 The term of this Collective Agreement shall be from August 1, 2006 to July 31, 2009 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

- 23.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 23.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiation within forty-five (45) days after the giving of notice, if requested to do so.

**ARTICLE 24 – APPENDICES**

- 24.01 Attached hereto and forming part of this Agreement are the following appendices and Letters of Understanding:

- Appendix 1 - Salary Schedule
- Appendix 2 - O.N.A. Grievance Form
- Appendix 3 - List of Professional Responsibility Assessment Committee Chairpersons

Letter of Understanding re: RN Bargaining Unit Complement

Letter of Understanding re: Job Sharing

Letter of Understanding re: Extended Tours

Letter of Clarification re: Occupancy

**SIGNING PAGE**

DATED AT SAULT STE. MARIE, ONTARIO THIS 02 DAY OF June, 2010

FOR THE EMPLOYER

FOR THE UNION

  
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Labour Relations Officer

Jane Smith  
\_\_\_\_\_

Walter Hoxen  
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Aida Kauppi  
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**APPENDIX 1**Salary Schedule

## Registered Nurse

Registered Nurse FT/PT	Effective August 1, 2006	Effective April 1, 2007	Effective April 1, 2008	Effective April 1, 2009
START	24.51	26.80	27.67	28.50
1 YEAR	25.49	27.20	28.08	28.92
2 YEARS	26.84	27.65	28.55	29.41
3 YEARS	28.16	29.01	29.95	30.85
4 YEARS	29.50	30.38	31.37	32.31
5 YEARS	31.17	32.10	33.14	34.13
6 YEARS	32.83	33.81	34.91	35.96
7 YEARS	34.52	35.55	36.71	37.81
8 YEARS	36.87	38.07	39.31	40.49
25 YEARS	37.62	38.74	40.00	41.20

## Unit Coordinator Rates

Unit Coordinator	Effective August 1, 2006	Effective April 1, 2007	Effective April 1, 2008	Effective April 1, 2009
START	25.42	27.79	28.69	29.55
1 YEAR	26.39	28.16	29.08	29.95
2 YEARS	27.75	28.58	29.51	30.40
3 YEARS	29.08	29.95	30.92	31.85
4 YEARS	30.41	31.32	32.34	33.31
5 YEARS	32.04	33.00	34.07	35.09
6 YEARS	33.70	34.71	35.84	36.92
7 YEARS	35.42	36.48	37.67	38.80
8 YEARS	37.77	39.00	40.27	41.48
25 YEARS	38.52	39.68	40.97	42.20

**APPENDIX 2**

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF										
DNA LOCAL SECTION LOCALE DE L'ARO GRIEVOR PLAIGNANTE DEPARTMENT SERVICE	EMPLOYER EMPLOYEUR   GRIEVANCE NO. N° DU GRIEF	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">STEP ÉTAPE</th> <th>DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR</th> </tr> <tr> <td style="text-align: center;">1.</td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> </tr> </table>	STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR	1.		2.		3.	
STEP ÉTAPE	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION À L'EMPLOYEUR									
1.										
2.										
3.										
NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÉNEMENT										
SETTLEMENT REQUESTED / RÈGLEMENT DEMANDÉ										
SIGNATURE OF GRIEVOR / SIGNATURE DE LA PLAIGNANTE		SIGNATURE OF ASSOCIATION REP / SIGNATURE DE LA REP DE L'ARO								
STEP ONE PREMIÈRE ÉTAPE DATE RECEIVED BY THE UNION / DATE DE RÉCEPTION PAR LE SYNDICAT	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION / DATE DE RÉCEPTION DU SYNDICAT  DATE SUBMITTED TO THE UNION / DATE DE SOUMISSION AU SYNDICAT  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE / SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
STEP TWO DEUXIÈME ÉTAPE DATE RECEIVED BY THE UNION / DATE DE RÉCEPTION PAR LE SYNDICAT	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION / DATE DE RÉCEPTION DU SYNDICAT  DATE SUBMITTED TO THE UNION / DATE DE SOUMISSION AU SYNDICAT  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE / SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
STEP THREE TROISIÈME ÉTAPE DATE RECEIVED BY THE UNION / DATE DE RÉCEPTION PAR LE SYNDICAT	EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION / DATE DE RÉCEPTION DU SYNDICAT  DATE SUBMITTED TO THE UNION / DATE DE SOUMISSION AU SYNDICAT  SIGNATURE & POSITION OF EMPLOYER'S REPRESENTATIVE / SIGNATURE ET TITRE DU REPRÉSENTANT DE L'EMPLOYEUR								
ON-03 REV. 01/2000      DISTRIBUTION: 1. BLACK - EMPLOYER / 2. BROWN - OIA / 3. BLUE - LOCAL ASSOCIATION / 4. GREEN - GRIEVOR 1. NOIR - EMPLOYEUR      2. BRUN - AIO      3. BLEU - ASSOCIATION LOCALE      4. VERT - PLAIGNANTE										

**APPENDIX 3**  
**F.J. DAVEY HOME**  
**LIST OF CHAIRPERSONS**  
**ASSESSMENT COMMITTEE**

1. Ms. Gayle Mackay, RN, BScN, MHSc  
Gayle Mackay and Associates  
Consulting Management and Health Consultant  
56 Deerfoot Trail  
RR#4  
Huntsville, Ontario P1H 2J6  
Telephone: (705) 787-0012  
Fax: (705) 787-0113  
E-mail: [gmacckay@cogeco.ca](mailto:gmacckay@cogeco.ca)
  
2. Ms. Anitta Robertson  
Registered Nurses Association of Ontario  
438 University Avenue, Suite 1600  
TORONTO ON M5G 2K8  
Telephone: 416-599-1925, ext. 216
  
3. Ms. Joan Cardiff  
40 Prince Albert Street  
Ottawa ON K2K 2A4  
Telephone: (613) 742-7437

**LETTER OF UNDERSTANDING****Between:**

**F.J. DAVEY HOME  
(hereinafter referred to as the 'Hospital')**

**And:**

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


**Re: RN Bargaining Unit Complement**

1. The parties at this point limit their agreement to one, operating until March 31, 1999. Notwithstanding the above, the agreement can be extended by agreement of the parties in writing. Should the agreement be terminated the Employer is relieved from complying with the quantum of the notice requirement in Article 12.08.
2. Subject to the conditions set down in paragraphs 3 and 4, the Employer agrees to maintain the complement of R.N's in existence as of June 30, 1997.
3. There are three conditions for the complement maintenance: occupancy, beds, and revenues. Complement, bed and occupancy levels as well as CMI levels and the per diem revenues included in the "Nursing and Personal Care" envelope are set out in the Appendix to this agreement.
4. (a) It is understood that the conditions in paragraph 3 apply on a Home by Home basis. Notwithstanding the staffing guarantee in paragraph 2 above, a given Employer can reduce the RN bargaining unit complement in a given Home through attrition, provided the overall RN bargaining unit complement of the Employer is maintained for facilities subject to the collective agreement with ONA which includes this agreement. Thus, if there is a vacancy by attrition in one bargaining unit it is agreed that such employer is meeting the commitment obligation by increasing the guaranteed bargaining unit complement at the other Home covered by this agreement.  
  
(b) Where an Employer wishes to transfer bargaining unit complement under this paragraph but cannot do so immediately until expenses for non-bargaining unit staff are reduced, it may in the meantime temporarily fill the vacancy at the first Home. When the Employer is prepared to increase the bargaining unit complement at the second Home, after having complied with Article 12.06 at that Home it shall offer any remaining vacancy at the Home to the employee hired to fill the vacancy at the first Home. If that employee refuses the transfer she may be laid off pursuant to the collective agreement and the work reassigned to non-bargaining unit personnel notwithstanding Article 2.02 (a) (formerly Article 12.10).
5. If a Home's beds or occupancy levels are reduced or funding is otherwise reduced below the level set out in the Appendix of data attached, a reduction in the complement will not be a breach of this agreement as long as the reduction is no greater than necessary to offset the funding reduction.


- 6. Any new hires or increased R.N. hours subsequent to the date of ratification of the agreement that are in excess of the protected complement will not be subject to Article 2.02 (a) (formerly Article 12.10) in the event they are laid off. No such grievances alleging a violation of this language will be filed. Should this agreement be terminated, this clause shall nevertheless survive in respect of such new hires hired prior to the date of termination of this agreement.
- 7. Where the Employer takes action under paragraph 4 and/or 5, it will provide the Union with the documentation to support that action and update the base data in the attached Appendix. Where Employer takes action under paragraphs 4 to 6, the Union will not enforce any binding consequence provision should it file a complaint under Article 10.
- 8. The two letters of clarification attached are deemed to be part of this Letter of Understanding.

DATED AT SAULT STE. MARIE, ONTARIO THIS 02 DAY OF June, 2010.

FOR THE EMPLOYER

  
\_\_\_\_\_  
  
Jane Smith  
\_\_\_\_\_  
  
Sinde Kauppi  
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FOR THE UNION

  
\_\_\_\_\_  
Labour Relations Officer  
  
Mark Heaton  
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**LETTER OF CLARIFICATION**

Re: Occupancy; Base Protected Complement; and Timing of Maintenance of Compliment  
Obligation

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1. Occupancy

The parties agree that the trigger of reduced occupancy in paragraph 3 only applies where occupancy falls below 97% and in those circumstances, it is understood that the shortfall is 3% plus the degree to which occupancy falls below 97%.

2. Base Protected Complement

The parties agree that the complement that is protected under paragraph 2 of the agreement as of June 30, 1997 does not include any hours that were not part of the regularly scheduled complement.

3. Timing of Maintenance of Complement Obligation

When the Employer becomes aware that a position is vacated by attrition in accordance with paragraph 4 of the agreement and the Employer has more than one facility covered by the interim agreement, the Employer will have 14 days from so becoming aware, to determine whether it will maintain the position at its existing location or whether it moves the position to another facility in accordance with paragraph 4. The Employer, upon making that decision and in any event by not later than the 14 day deadline, shall take reasonably expeditious steps to fill the vacancy.

DATED AT SAULT STE. MARIE, ONTARIO THIS 02 DAY OF June, 2010.

FOR THE EMPLOYER

FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

Labour Relations Officer

Jane Amet  
\_\_\_\_\_

Marie Lehoucq  
\_\_\_\_\_

Anda Kauppi  
\_\_\_\_\_

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LETTER OF UNDERSTANDING

Between:

F.J. DAVEY HOME  
(hereinafter referred to as the 'Hospital')

And:


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

Re: Extended Tours


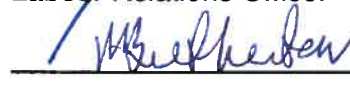
1. The collective agreement will be interpreted in such a manner that the extended tours do not, in and of themselves, result in increased cost to the Employer. For example, vacation entitlement will be converted to hours based on a 7.5 hour day; holiday pay and any lieu days to which a nurse may become entitled will be based on a 7.5 hour day; bereavement leave will be converted to 30 hours.
2. Either party may give the other sixty (60) days notice of its intention to discontinue any extended tours that are in place. Thereafter the parties shall meet to discuss the concerns of the party wishing to cease the extended tours, and shall attempt to resolve the concerns so expressed. In the absence of such a resolution the extended tours in place shall come to an end sixty (60) days after notice was given.
3. The continuation of Extended Tours under this agreement are based on the following rights of the parties, subject to (2) above:
  - (a) the right of the nurses to return to the scheduling pattern in the collective agreement if fifty percent (50%) of the nurses so indicate by secret ballot;
  - (b) the right of the Employer to discontinue the use of extended tours because of adverse effects on resident care; an inability to provide a workable staffing schedule; objective increased costs to the Employer arising out of the use of extended tours; or upon a determination that the extended tours should be terminated for some other reason set out, provided the Employer advises the Union of its concerns, and further provides the Union with an opportunity to address those concerns.

DATED AT SAULT STE. MARIE, ONTARIO THIS 02 DAY OF June, 2010.

FOR THE EMPLOYER

  
 \_\_\_\_\_  
 Jane Smith  
 \_\_\_\_\_  
 Linda Kauppi  
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 \_\_\_\_\_

FOR THE UNION

  
 \_\_\_\_\_  
 Labour Relations Officer  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

LETTER OF UNDERSTANDING

Between:

F.J. DAVEY HOME  
(hereinafter referred to as the 'Hospital')

And:

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

Re: Job Sharing


The introduction of job sharing arrangements will be subject to mutual agreement between the Union and the Home. The Home shall not arbitrarily or unreasonably refuse to implement job sharing.

DATED AT SAULT STE. MARIE, ONTARIO THIS 02 DAY OF June, 2010.

FOR THE EMPLOYER

FOR THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

Labour Relations Officer

Jane Smith  
\_\_\_\_\_

Maretha...  
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David Kauppi  
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**LETTER OF UNDERSTANDING  
(Attached to and Forms Part of the Collective Agreement)**

Between:

**F.J.DAVEY HOME**  
(hereinafter referred to as the 'Home')

And:

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

Re: Job Sharing

Whereas the parties have agreed to create job-sharing arrangement(s) pursuant to the Letter of Understanding regarding job sharing, the following conditions shall apply:

- 1) The introduction of job-sharing arrangements in the Home shall be subject to mutual agreement between the Union and the Employer. Job-sharing arrangements shall be voluntary for all participants. The employer shall not arbitrarily or unreasonably refuse to implement job sharing.
- 2) All job-sharers shall be treated as regular part-time Employees and be entitled to all the regular part-time provisions of the Collective Agreement except where referred to and/or amended herein. Job sharers may be called for additional unscheduled shifts only after all other regular part-time employees have been called.
- 3) Total hours worked by the two (2) job sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses involved and the Executive Director of Resident Nursing Services or designate. All scheduled tours shall be covered.
- 4) Job-sharers can be scheduled to work outside their regular hours for that position where the Nurse so agrees, pursuant to the parameters identified in Article 15.03 (k to o). Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- 5) Posted schedules shall conform with the scheduling provisions of the Full-time Collective Agreement.
- 6) Job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work unless mutually agreed otherwise. The job-sharers involved will determine between themselves and the executive Director of Resident Nursing Services or designate which partner will work on scheduled paid holidays.

7) Scheduling for Christmas and New Year's shall be in accordance with the full-time scheduling provisions of the Collective Agreement.

8) Coverage:

- i) Both job sharers will be given the option to cover each other's incidental illnesses or leaves of absences. If one cannot cover the other the Executive Director of Resident Nursing Services must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
- ii) For vacation, the Home will look to the job-sharing partner to provide the replacement, and when so provided, this position shall not form part of any vacation quota. If the partner is unable to provide this replacement, the Home will then follow the usual replacement protocol in accordance with the Collective Agreement.

Job-sharing partners will not be required to provide any other vacation coverage except by mutual agreement.

9) Implementation

- i) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- ii) Any incumbent full-time nurse wishing to share her position may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- iii) Where two full-time nurses wish to share a full-time position they will choose which one of the two (2) positions will be shared and the remaining position will be filled on a temporary basis for the duration of the trial six (6) month period of the job sharing agreement.
- iv) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the posted position, the remaining nurse will revert to her former position. If the remaining nurse was previously full-time, the shared position will become her position. If the remaining nurse was previously part-time and there is no part-time position available, she shall exercise her layoff bumping rights to obtain a part-time position. The shared position would then revert to a full-time position and be posted according to the Collective Agreement.

10) Discontinuation

- i) Each job sharing arrangement will be allowed a trial period of six (6) months. If either the Home or the nurses who take part in job-sharing wish to terminate the job-sharing arrangement during this trial period they may do so with advance written notification of sixty (60) days. The nurses will revert to their previous positions held immediately prior to the job-sharing arrangement.

Once the trial period is over, the employee cannot revert to her former position except under 9 iv) above.

- ii) After the trial period either party may discontinue the job-sharing arrangement with ninety (90) days' advance written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.

The shared position would then revert to a full-time position and be posted according to the Collective Agreement. Should the Employer or the Union discontinue job-sharing, the employees currently working those arrangements will revert to their former status.

- iii) Where an employee does not have a former position to return to, the layoff and recall provisions of the collective agreement will apply. Where there remains a vacancy after employees revert to their former position, the vacancy will be posted in accordance with the collective agreement.

- iv) It is understood and agreed that any discontinuation of a job-sharing arrangement shall not be done in an unreasonable or arbitrary manner.

- 11) No new job-sharing requests will be granted once any notice of lay-off has been provided to the Union until the notice period has expired.

DATED AT SAULT STE. MARIE, ONTARIO THIS 02 DAY OF June, 2010.

FOR THE EMPLOYER

FOR THE UNION


  
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Labour Relations Officer

  
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