

COLLECTIVE AGREEMENT

Between:

FAIRHAVEN HOME FOR SENIOR CITIZENS
(hereinafter referred to as the "Employer")

And:

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

Expiry Date: March 31, 2008

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - NO DISCRIMINATION	3
ARTICLE 5 - STRIKES AND LOCKOUTS	3
ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES.....	3
ARTICLE 7 - UNION DUES	4
ARTICLE 8 - GRIEVANCE PROCEDURE	5
ARTICLE 9 – ARBITRATION.....	7
ARTICLE 10 – SENIORITY	8
ARTICLE 11 - EMPLOYEE FILES.....	11
ARTICLE 12 - LEAVE OF ABSENCE.....	11
ARTICLE 13 - PAID HOLIDAYS	18
ARTICLE 14 – VACATION	19
ARTICLE 15 - SICK LEAVE.....	21
ARTICLE 16 - HOURS OF WORK AND WORKING CONDITIONS.....	23
ARTICLE 17 - HEALTH PROGRAMME	27
ARTICLE 18 – BENEFITS	27
ARTICLE 19 – MISCELLANEOUS	28
ARTICLE 20 – WAGES	28
ARTICLE 21 - ORIENTATION AND IN SERVICE	28
ARTICLE 22 - PROFESSIONAL RESPONSIBILITY	29
ARTICLE 23 – JOB SHARING	30
ARTICLE 24 – DURATION OF AGREEMENT	31
SIGNING PAGE.....	32
APPENDIX 'A'	33
SALARY SCHEDULES.....	33
LETTER OF UNDERSTANDING	36
Re: Dispensing Certain Medications.....	36
CHAIRPERSONS - NURSING ASSESSMENT COMMITTEES	37
NURSING HOMES AND HOMES FOR THE AGED.....	37
LETTER OF UNDERSTANDING	38
Re: ARTICLE 18 – BENEFIT PROGRAMS	38
LETTER OF AGREEMENT	39
LETTER OF UNDERSTANDING	40
Re: Supernumerary Positions	40
LETTER OF UNDERSTANDING	41
Re: Occupational Health and Safety	41

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement an orderly collective bargaining relationship between the Employer and the nurses concerned, and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all nurses within the bargaining unit.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by Fairhaven in Peterborough, save and except the Director of Nursing, persons above the rank of Director of Nursing and the Director of Residential Care Services.
- 2.02 A Registered Nurse is defined as a person who is currently registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, 1991, as amended, and a Certificate of Competence will be presented to the Director of Nursing on request.
- 2.03 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit.
- 2.04 In order to protect the standard of nursing care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit, except for the purpose of instruction, experimentation or in the event of an emergency situation.
- 2.05 The Employer agrees not to utilize non-bargaining unit personnel in such a way as to displace members of this bargaining unit from their employment'.
- 2.06 The Employer recognizes the following categories of employees:
- A full time nurse is a nurse who normally works ten (10) shifts of duty in a two (2) week pay period. Hours are scheduled in accordance with Article 16.
- A regular part time nurse is a nurse who normally works less than ten (10) shifts of duty in a two (2) week pay period. The part time nurse covers a full time nurse days off. Hours are scheduled in accordance with Article 16.
- A casual part time nurse is a nurse who does not have any regularly scheduled shifts. Hours are scheduled in accordance with Article 16.
- 2.07 A part-time nurse is defined as a nurse who regularly works less than the full-time hours referred to in Article 16.
- 2.08 A part-time nurse temporarily employed to fill a vacancy of a full-time nurse on leave of absence shall remain as part-time. On completion of the leave of absence, both nurses will return to their former positions.

2.09 Union Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Home for a period of up to fifteen (15) minutes during the employee's orientation period, without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Home as part of the orientation program.

2.10 The Employer shall, upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit, provide to the Union copies, upon request, of any documents or materials which it is required to post in the Home pursuant to the Homes For The Aged and Rest Homes Act.

- 2.11
- (a) The assignment of patient care duties, including the delegation or direction of duties by members of the bargaining unit to other health care providers, shall be in accordance with the *Regulated Health Professions Act* and related statutes and regulations and in accordance with the guidelines established by the College of Nurses of Ontario from time to time and any Employer policy related thereto shall meet those requirements.
 - (b) The joint Nursing Committee shall engage in meaningful discussions respecting the Pricewaterhouse Coopers report. The Committee shall meet within four (4) weeks of any request by either party to convene a meeting and there shall be no minimum or maximum number of meetings for this purpose. The party requesting the meeting shall specify the nature of the issues to be discussed at the meeting.
 - (c) The Home will consider a College of Nurses of Ontario practice setting consultation. In the event that the Home exercises its discretion to make a request, the Home shall pay the costs, share any reports with ONA, and consult with the Local ONA President with respect to the appointment of one (1) RN representative on the focus group.
 - (d) The Home shall ensure that a representative of management and an ONA representative attend together one (1) of the sessions put on by the College of Nurses of Ontario on the new RN/RPN guidelines as soon as possible following the award.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote or discipline any nurse;
- (c) generally manage the Home for the benefit of the residents;

(d) introduce new and improved facilities and methods aimed to improve the efficiency of the operation of the Home.

3.02 Rules and regulations made by Management will be reasonable, and uniformly administered.

3.03 A nurse may grieve in the event of any of the following Employer actions taken without just cause: non-disciplinary termination, non-disciplinary demotion, non-disciplinary transfer (Employer initiated) and imposed absence from work for any reason.

3.04 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement, and that a claim by a nurse that s/he has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with in accordance with the grievance and arbitration provisions in this Agreement.

In the case of a nurse who has not completed her or his probationary period, her or his right to grieve her or his discharge is subject to Article 8.06.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union will continue their policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any nurse by reason of age, sex, sexual orientation, marital status, race, creed, colour, political or religious affiliation or other factors not pertinent with respect to employment, or by reason of her/his membership in or activities on behalf of the Union, or while exercising their rights under the Collective Agreement or any applicable legislation.

4.02 This provision will be interpreted consistent with the *Ontario Human Rights Code*.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 The Union agrees that there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 6 - UNION COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following representatives:

- (a) Three (3) Union representatives. Upon mutual agreement of the parties, the foregoing number may be altered from time to time.
- (b) A Grievance Committee of up to three (3) nurses who shall also be Union representatives.

(c) Negotiating Committee

A Negotiating Committee of up to three (3) nurses.

(d) Nursing Committee

A Nursing Committee shall be composed of two (2) representatives from each of the parties. Meetings of this Committee shall be held at the request of either party, upon at least three (3) days written notice to the Director of Nursing.

The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. Minutes of these meetings shall be maintained and signed by both parties.

6.02 Occupational Health and Safety

- (a) The Employer shall comply with all applicable Federal, Provincial and Municipal health and safety legislation regulations. All standards established under the legislation and regulation shall constitute minimum acceptable practice.
- (b) A representative of this bargaining unit shall form part of the established Health and Safety Committee.
- (c) All time spent by the member of the Health and Safety Committee attending meetings of the Committee in carrying out her/his duties shall be deemed to be work time for which she/he shall be paid by the Employer at her/his regular or premium rate as may be proper, and she/he shall be entitled to such time from her/his work as is necessary.

6.03 The Employer shall pay Union representatives their regular salaries for time spent processing grievances and while attending meetings with the Employer. Nurses scheduled to work the night shift prior or the evening shift the day of negotiations shall be booked off and will be rescheduled to attend negotiations.

6.04 The Union Committee shall have the right to have the assistance of representatives or consultants from Ontario Nurses' Association.

ARTICLE 7 - UNION DUES

7.01 The Employer shall deduct, in the first [1st] payroll period in each month, from the earnings of all nurses in the bargaining unit, a sum equal to the monthly Union dues for each nurse. Where a nurse has no earnings during the first [1st] payroll period, the deduction shall be made in the next payroll period where the nurse has earnings within that month. The deduction period for a nurse may be extended where the nurse does not receive pay in a particular month.

7.02 (a) The Union shall indemnify and save the Employer harmless with respect to any liability for dues so deducted and remitted.

- (b) Such dues shall be deducted monthly from each nurse, but in the case of a newly-hired nurse such deduction shall commence in the first [1st] 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 Provincial Secretary Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

7.04 The total amount deducted, pursuant to Article 7.02 above, shall be remitted monthly to the Union no later than the 15th of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses and the amounts deducted in accordance with this Article.

The list shall also include the name, classification, employee status, registration number, site/division/location, and social insurance number of each nurse from whom deductions were made in the preceding month. The Employer will also provide a listing of all terminations, newly hired nurses, nurses on leaves of absences, paid or unpaid, and any nurses who have not paid the full amount of dues. Each new nurse's address and telephone number will also be included.

At least once per year, a master list shall be provided to the Union which includes the addresses and telephone numbers of each nurse listed above, and shall also include a summary of the preceding year, by month, with the name of each nurse who has not paid dues but has retained employee status, and the reason(s) therefore.

A copy of the above lists shall be provided to each of the Provincial and Local Unions.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02 At any stage of the grievance procedure, including the complaint stage, the a nurse may be accompanied by a union representative.

8.03 It is the intent of the parties that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she or he has first given her or his immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with her or his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonable to have come to the attention of the nurse. This discussion may include consultation, advice and assistance from others. If there is no settlement 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 the nurse, to the Manager of Human Resources or designate. The Manager of Human Resources shall render a decision in writing within nine (9) calendar days of the submission of the grievance. Failing settlement, then:

Step 2

The written grievance shall be referred to the Executive Director or designate who shall call a meeting of the Grievance Committee within nine (9) calendar days of receipt of the grievance. Within nine (9) calendar days following the meeting, the Executive Director or designate shall reply in writing to the nurse and the Chairperson of the Grievance Committee. If the decision is unsatisfactory to the nurse or the Union, the matter may be referred to arbitration as hereinafter provided. The Executive Director or designate shall be notified in writing.

8.04 Policy Grievance

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 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Bargaining Unit President or designate.

8.05 Group Grievance

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 Manager of Human Resources or 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 nurses. The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

8.06 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 Employer 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 or he 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 Employer at Step 2 within seven (7) days after the date of release is effected. Such grievance shall be treated as a special grievance as set out below.

A claim by a nurse who has completed her probationary period that s/he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee at Step 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

- (a) confirming the Employer'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.

8.07 Time limits may be extended upon mutual agreement of the parties.

8.08 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 concerned.

ARTICLE 9 – ARBITRATION

9.01 Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits. The party referring the matter to arbitration shall name a nominee at the same time.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall, within ten (10) days of the appointment of the second [2nd] of them, select a mutually acceptable third person who shall be the Chairperson. If one of them fails to name a nominee, or the two nominees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any nurse affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

9.02 Wherever Arbitration Board is referred to in this agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of the referral to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

9.03 Each party shall pay the cost and expenses of its nominee and the cost and expenses of the Chairperson shall be borne equally by the parties.

- 9.04 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 the Agreement.
- 9.05 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.06 Time limits may be extended by mutual agreement of the parties.
- 9.07 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the time limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared equally between the parties.

ARTICLE 10 – SENIORITY

- 10.01 Seniority shall be defined as length of service with the Employer since date of last hire. Seniority for part-time nurses shall be based upon paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) hours equals one (1) year of full-time service.
- 10.02 A probationary period for full-time nurses shall be sixty (60) paid tours. If retained after their probationary period, each nurse's seniority will be dated from the date of last hire. A probationary period for part-time nurses shall be sixty (60) paid tours or seven (7) calendar months, whichever comes first [1st].
- 10.03 The Employer will keep up-to-date seniority lists for full-time and part-time nurses, post the same in a conspicuous place by February 15th, showing accumulated seniority as of December 31st, and supply copies of the current list to the Union. Full-time and part-time seniority lists shall be integrated.
- 10.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following conditions:
- i) when on leave of absence with pay;
 - ii) when on an approved leave of absence without pay, not exceeding thirty (30) continuous working days;
 - iii) when in receipt of sick leave;
 - iv) when in receipt of Workers' Compensation;
 - v) when on pregnancy or parental leave.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- i) when on an approved leave of absence without pay exceeding thirty (30) continuous working days;
 - ii) when absent on account of accident or illness and not in receipt of sick leave credits;

- iii) when absent due to layoff.
- (c) A nurse shall lose all service and seniority and shall be deemed to have been terminated if she/he:
- i) leaves of her/his own accord;
 - ii) is discharged, and the discharge is not reversed through the grievance or arbitration procedure;
 - iii) has been laid off for the lesser of her/his length of seniority or twenty-four (24) calendar months;
 - iv) refused to continue to work or return to work during an emergency which seriously affects the Home's ability to provide adequate patient care unless a satisfactory reason is given to the Home;
 - v) is absent from scheduled work for a period of three or more consecutive working days without notifying the Home of such absence and providing a reason satisfactory to the Home;
 - vi) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - vii) fails upon being notified of a recall to signify her/his intention to return within five (5) calendar days after she/he has received the notice of recall mailed by registered mail to the last known address according to the records of the Home and fails to report to work within seven (7) calendar days after she/he has received notice of recall or such further period of time as may be agreed upon by the parties.

10.05 In the case of all vacancies, the Employer will post notice of such vacancy, for seven (7) calendar days prior to making an appointment to any such position in order that any interested nurse, whether full-time or part-time, may apply.

A copy of such notice shall be sent to the Union. If no qualified nurse applies, the Employer may then hire a new nurse. The Home shall consider any request for transfer, which is currently on file for this vacancy.

10.06 Part-time and full-time nurses shall be given on the basis of seniority an opportunity to apply for temporary full-time vacancies. The Employer will outline to the nurse selected to fill a temporary vacancy, the conditions and duration of such vacancy. In any event, such temporary vacancy shall not exceed the time required to complete the specific circumstances, which gave rise to the temporary vacancy. A nurse who is absent due to illness or leave of absence shall have the right to return to her/his former position.

If requested, medical documentation will be provided.

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

- (a) skill and ability.
- (b) seniority.

Where the factors in (a) are relatively equal, (b) shall govern.

Where the applicant has been selected in accordance with this Article and it is subsequently determined that s/he cannot satisfactorily perform the job to which s/he was promoted, or s/he chooses to return to her or his former position, the Employer will attempt, during the first thirty (30) tours (225 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 the nurse to her or his former job, and the filling of the subsequent vacancies will be likewise reversed.

10.08 Layoff and Recall

- (a) Where there is a reduction in the workload resulting in a surplus of nurses, the Employer shall layoff nurses on the basis of reverse order of seniority.
- (b) Nurses shall be recalled in reverse order of layoff, subject to the availability of orientation for any job for which she/he does not feel immediately qualified;
- (c) All nurses who are on layoff will be given job opportunity before any new nurse is hired.
- (d) No nurse will be laid off until she/he has received two sixty (60) days notice of layoff or pay in lieu thereof;
- (e) In the event of a proposed layoff of a permanent or long term nature, the Employer will:
 - i) provide the Association with no less than ninety (90) days' notice of such layoff;
 - ii) meet with the Local Union to review the following:
 - (A) the reasons causing the layoff;
 - (B) the service which the Employer will undertake after the layoff;
 - (C) the method of implementation, including the areas of cutback and the nurses to be laid off.

10.09 Positions Outside the Bargaining Unit

- (a) A nurse, who has been requested to substitute temporarily in a classification that is excluded from the bargaining unit, may refuse to do so.
- (b) Any nurse who has been in the bargaining unit and who has been transferred to a position outside of the bargaining unit who subsequently returns to a position within the bargaining unit shall be credited with her/his previous seniority within the bargaining unit. Should the nurse return to the bargaining unit within three (3) months of the promotion, she/he shall have no loss of seniority or benefits.

(c) Orientation shall be available to a nurse to fill the role of these positions.

10.10 Seniority shall be retained by a nurse in the event that she/he is transferred from full-time to part-time or vice versa. For the purposes of application of seniority, the nurse whose status is changed from full-time to part-time shall receive credit for her/his full seniority. In the case of a nurse whose status is changed from part-time to full-time, she/he shall receive credit for seniority based on one year's seniority for each 1500 paid hours. Any hours in excess of the equivalent shall be credited to the nurse, and she/he shall continue to accumulate until she/he reaches the next equivalent.

10.11 For purposes of calculating service and seniority for a part-time nurse who is on an approved Pregnancy/Parental Leave, the Employer agrees that the number of hours/tours worked over the preceding twenty-six (26) weeks will be obtained to determine a weekly average.

The Employer will credit the nurse with the average number of hours per week for each week the nurse is on approved Pregnancy/Parental Leave.

ARTICLE 11 - EMPLOYEE FILES

11.01 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one year.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made in writing, as far in advance as possible, and a written reply will be given within seven (7) days of the date of such request, except in cases of emergency. If the leave of absence is denied, such written reply shall contain the reasons for the denial. Requests for leave of absence shall not be unduly withheld. It is understood that the leave of absence with or without pay may be granted for purposes other than those listed below, subject to the approval of the Executive Director or Designate.

12.02 Nurses may be allowed leave of absence with or without pay to attend workshops, which are employment related. Selection of the nurses shall be made on an equitable basis from those who apply to attend such programmes.

12.03 Leave of absence with or without pay may be granted, to a nurse who wishes to enrol in a post graduate course, certificate or degree course from a university or community college, or other institutions offering employment related courses. Such leave may be up to one (1) year in duration. The nurse shall retain, but not accumulate seniority for this period of leave of up to twelve (12) months. Upon return, the nurse shall be returned to his/her former position or one of like circumstances.

12.04 Compassionate Leave

The following leave of absence is allowed in the event of a death in a nurse's family:

- (a) Nurse's spouse, son or daughter, seven (7) days.
- (b) Nurse's father, mother, sister, brother, and grandchildren, three (3) days.
- (c) Grandparents and in-laws, one (1) day, (being the day of the funeral.)

Only such time as the nurse would have been scheduled to work shall be paid. Additional leave may be granted by the Executive Director or Designate.

Extra leave of absence without pay may be granted for travelling time to attend the funeral or equivalent service.

"Spouse" for the purposes of compassionate leave will be defined as in the *Family Law Act*, and will also include a partner of the same sex.

12.05 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. A nurse who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.
- (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 job.
- (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 10.02 to a maximum of thirty (30) tours (225 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) The Home may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Human Resources Development Canada of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who has successfully completed her probationary period and 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 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her 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 deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (g) A nurse who has been in receipt of the Home's Supplemental Unemployment Benefit while on Pregnancy Leave must upon completion of their leave return to employment at the Home for a minimum period of six (6) months. If a nurse resigns from employment prior to the required six (6) months she will be required to repay to the Home the amount of the benefit received while on pregnancy leave. If a nurse's resignation is related to a ground protected in section 5(1) of the Ontario Human Rights Code, She will not be required to make the repayment.

Note: The Employer will continue to pay its share of the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave provided the employee continues to pay her share of the premiums.

12.06

Parental Leave

- (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. 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 twelve (12) months

duration, consideration being given to any requirements of adoption authorities.

- (b) A nurse who has taken pregnancy leave under this Article 12.05 is eligible to be granted a parental leave, 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/his former position, unless her/his former position has been discontinued, in which case she/he 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 grievance or arbitration. If retained by the Home, in a permanent position, the nurse shall be credited with seniority from the date of hire subject to successfully completing her/his 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 10.02 to a maximum of 30 tours (225 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 Human Resources Development Canada of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, a nurse who has successfully completed her/his probationary period and who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings.
- (f) A nurse who has been in receipt of the Home's Supplemental Unemployment Benefit while on Parental Leave must upon completion of their leave return to employment at the Home for a minimum period of six (6) months. If a nurse resigns from employment prior to the required six (6) months she will be required to repay to the Home the amount of the benefit received while on pregnancy leave. If a nurse's resignation is

related to a ground protected in section 5(1) of the Ontario Human Rights Code, she will not be required to make the repayment.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Home of the nurse's Employment Insurance cheque stub as proof that she/he 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 twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

Note: The Employer will continue to pay its share of the premiums for benefit plans for nurses for a period of up to thirty-five (35) weeks while a nurse is on parental leave provided the employee continues to pay his/her share of the premiums.

12.07 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority to a nurse who serves as a juror, witness in an employment related case, or, witness in a proceeding in which the Crown Attorney is a party. The Employer shall maintain the regular salary of the nurse and the nurse shall refund to the Employer payment received, excluding payment for travel, meals or other expenses.

12.08 (a) Board of Directors' Leave

Nurses elected to the Board of Directors of the Ontario Nurses' Association other than to the office of the President shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purposes of salary advancement and vacation entitlement or other purposes during such leave.

(b) President

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

(c) Leave of absence for Union business will be given up to a cumulative total of forty-five (45) days per calendar year. Such leave shall not be arbitrarily withheld. During such leave of absence, the nurse's salary and

applicable benefits shall be maintained by the Employer, and the Union through its Local agrees to reimburse the Employer in the amount of the salary of the nurse.

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

An employee who serves as Local Coordinator for the Ontario Nurses' Association may be granted leave of absence without pay up to a total of forty-five (45) days annually. Leave of absence for Local Coordinators for the Ontario Nurses' Association will be separate from the Union leave provided in 12.08 (c) above.

12.09 Family Illness

In the case of illnesses of an immediate member of the family of a nurse, and where there is no one at the nurse's home, other than the nurse, who can provide for the needs of the ill person, the nurse may, with the approval of the Executive Director or Designate be entitled to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.

12.10 Effect of Absence

If a nurse's absence without pay from the Employer exceeds thirty (30) continuous working days, except for Article 12.05, 12.06 and 12.08, she/he will no longer accumulate seniority or service for any purpose under the Collective Agreement, for the period of absence in excess of thirty (30) continuous working days unless otherwise provided, and the nurse will become responsible for the full payment of any subsidized employee benefits in which she/he is entitled to participate during the period of absence. In the case of unpaid approved leave of absence in excess of thirty (30) continuous working days, the nurse may arrange with the Employer to prepay any applicable benefits during the period of leave in excess of thirty (30) continuous working days.

12.11 Pre-paid Leave Plan

The Employer 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) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director or Designate 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 (1) time shall be one (1). The year for purposes of the program shall be September 1st of one (1) year to August 31st the following year or such other twelve (12)

month period as may be agreed upon by the nurse, the Union and the Employer.

- (d) Written applications will be reviewed by Executive Director or 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, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her/him 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 Employer.
- (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 Employer 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/he is participating. Contributions to the OMERS 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 deferral portion provided three (3) months' notice is given the Executive Director or Designate. 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 Employer 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 Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer 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/his within a reasonable period of time.

- (l) The nurse will be reinstated to her/his former position unless the position has been discontinued, in which case she/he 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 Employer in order to authorize the Employer 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 12.11 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 13 - PAID HOLIDAYS

13.01 All nurses shall receive the following holidays without loss of pay:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus any day proclaimed as a Public Holiday by the Mayor of the Corporation of the City of Peterborough.

If any day is proclaimed as a public holiday by the Mayor of the Corporation of the City of Peterborough, the parties will meet to agree on a designation from the above-noted list.

13.02 It is agreed that the operation of the Home requires that all nurses cannot take the particular day off that has been allocated for the observance as a holiday. Therefore, a nurse required to work shall be paid in the following manner:

(a) Full Time Employees Only:

She/he shall be paid at the rate of one and one-half (1 1/2) times her/his regular rate, plus a lieu day at her/his regular rate.

(b) Full Time Employees Only:

She/he may elect to be paid at the rate of one and one-half (1 1/2) times her/his rate of pay, plus holiday pay, and forfeit the lieu day.

If the nurse selects option (b), she/he must notify her/his department head, in writing, of her/his intent thirty (30) days prior to the date of the

paid holiday. When a holiday falls on a nurse's normal day off, she/he shall be granted an additional lieu day with pay.

(c) Full Time Employees Only:

A nurse shall be allowed to accumulate five (5) lieu days to be taken at a mutually agreeable time. It is agreed that the nurse will notify the Human Resource Scheduler of her/his desire to accumulate these lieu days at least fourteen (14) days in advance of the paid holiday.

(d) In order to qualify for pay for a holiday, a nurse shall complete her/his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Home or if a nurse was absent due to:

- i) legitimate illness or accident, which commenced within a month of the date of the holiday;
- ii) vacation granted by the Home;
- iii) the nurse's regular scheduled day off;
- iv) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

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

13.04 When a holiday falls within a nurse's vacation period or on a day off it shall be scheduled as a day off at a future date with other days off.

13.05 When a paid holiday falls on a Friday or Monday, the Employer will, if possible, schedule the working tours so that nurses will either be working or be scheduled off on the holidays and adjacent weekends. A nurse who works as above should receive a three (3) day weekend off at another time.

ARTICLE 14 – VACATION

14.01 All full-time nurses shall receive vacation with pay based on the length of full-time continuous service as follows:

- (a) Employees who have completed less than one year 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 six percent (6%) of gross earnings.
- (b) Employees 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 (3) weeks of pay.
- (c) Employees 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 of pay.

- (d) Employees who have completed eleven (11) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks of pay.
- (e) Employees who have completed eighteen (18) or more years of full-time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks of pay.

Part-Time or Less Than Continuous

A part-time employee, or a full-time employee who has not actually worked for more than ten months in the vacation year shall be granted vacation on the following basis:

- (a) Less than one year – 6% vacation pay and a pro rata amount of time;
- (b) One or more years – 6% vacation pay and three weeks of vacation;
- (c) Three or more years (600 tours to 2199 tours) – 8% vacation pay and four weeks of vacation;
- (d) Eleven or more years (2200 tours to 3599 tours) – 10% vacation pay and four weeks of vacation;
- (e) Eighteen or more years (3600 tours or more) – 12% vacation pay and six weeks of vacation.

14.02 When a nurse's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such nurse's termination pay.

- 14.03
- (a) Vacation may be taken at any time of the year, except during the Christmas, New Year's period (December 15th to January 15th).
 - (b) In the event of conflicts, seniority shall prevail.
 - (c) Once vacation has been granted it shall not be changed unless mutually agreed.
 - (d) Vacations may be taken in single days up to fifteen (15) days.

14.04 Part-time nurses will be paid their vacation pay in the form of payment for time not worked for all vacation days taken. The calculation will be based upon the prior years vacation accumulation and will be reflected on the nurse's bi-weekly pay stub.

Any unused vacation pay will be paid out to the nurse on the last pay of each year. Nurses will not be allowed to carry vacation money into the next calendar year.

14.05 Vacation requests shall not be unreasonably denied.

- 14.06
- (a) The Home will post by November 1st of each year a vacation request list for the months of January 15th to December 30th. Nurses will signify their

vacation choice in order of seniority by November 15th. Confirmation vacation request will be posted by December 1st.

- (b) A nurse may not schedule more than two (2) weeks vacation during the period June 15th to September 15th inclusive until all nurses who so request have been scheduled for vacation during this period.

A nurse may request an extension due to extenuating circumstances and this request may not be unreasonably denied.

- (c) Vacation time available after the confirmed vacation request has been posted, will be granted in accordance with the date of the request, not seniority.

14.07

- (a) Where a nurse's scheduled vacation is interrupted due to a serious illness which requires medical treatment and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the medical treatment.
- (b) Where a vacationing nurse becomes seriously ill requiring him or her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- (c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to compassionate leave in accordance with Article 12.04.
- (e) The portion of the nurse's vacation which is deemed to be compassionate leave under the above provision will not be counted against the nurse's vacation credits.

ARTICLE 15 - SICK LEAVE

15.01

The Home will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan (HOODIP) brochure.

The Home will pay seventy-five percent (75%) of the billed premium towards coverage of eligible full-time employees under the long-term disability portion of the plan (HOODIP or an equivalent plan). The employee will pay the balance of the billed premium through payroll deduction.

15.02

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the nurse on the effective date of the transfer to the plan. The "sick leave bank" shall be utilized to:

- (a) supplement payment for sick leave days under the new plan which would otherwise be at less than full wages; and,
- (b) provide a payment upon termination, discharge, or death, of fifty per cent (50%), of the nurse's unused sick leave credits at her/his then current salary to a maximum of six (6) months' salary. The provisions of this clause shall only apply to full-time nurses hired prior to January 1, 1987.

A full-time nurse who accumulated sick leave credits prior to January 1, 1987 and who transferred to part-time status shall be entitled to the same pay out of sick leave credits as provided to full-time nurses.

- (c) A nurse who has accumulated sick leave credits and is prevented from working for the Home on account of an occupational illness or accident that is recognized by The Workers' Compensation Board as compensable within the meaning of the Worker's Compensation Act, the Home, on application from the nurse, will supplement the award made by The Workers' Compensation Board for loss of wages to the nurse by such amount that the award of The Workers' Compensation Board for loss of wages, together with the supplementation of the Home, will equal one hundred percent (100%) of the nurse's net earnings to the limit of the nurses accumulated sick leave credits. Nurses may utilize such sick leave credits while awaiting approval of a claim for Workers' Compensation.

15.03 When a nurse has completed any portion of her/his regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, she/he shall be paid for the balance of the tour at her/his regular straight time hourly rate.

This provision will not disentitle the nurse to a lieu day under Article 13.02 (a) if she/he otherwise qualifies.

15.04 Nurses returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

15.05 Any dispute, which may arise concerning a nurse's entitlement to short-term or long-term benefits under HOODIP, may be subject to grievance and arbitration under the provisions of this Agreement.

15.06 The Home further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first [1st] two (2) days of the fourth [4th] and subsequent period of absence in any calendar year.

15.07 The Home will notify each nurse of the amount of unused sick leave in her bank on February 28th of each year.

15.08 Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

15.09 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period

may apply to the Home for payment equivalent to the lesser of the benefit she/he would receive from Workplace Safety and Insurance Board if her/his claim was approved, or the benefit to which she/he would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan).

Payment will be provided only if the nurse provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home that any payments will be refunded to the Home following final determination of the claim by the 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 nurse would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

15.10 A nurse may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such nurse is unable to carry out her/his duties due to illness.

15.11 All part-time and full-time nurses who are absent for more than one (1) month must furnish immediately following each such period of absence a certificate from her/his physician certifying that such nurse is unable to carry out his/her duties due to illness, the date the physician attended to the nurse, and the probable date on which the nurse will return to duty.

The Employer may request a medical certificate for absences of three working days or more.

15.12 Nurses shall notify the Home whenever possible at least four (4) hours in advance of the start of the shift, with the exception of the 7:00 a.m. shift in which two (2) hours advance notice shall apply, if unable to work due to illness.

ARTICLE 16 - HOURS OF WORK AND WORKING CONDITIONS

16.01 Normal tour shall be composed of 7.5 consecutive hours, exclusive of mealtime, with the exception of the 2300 – 0700 tour, which shall have a paid meal break. Normal workweek shall be composed of five (5) tours, that is 37.5 hours per week, with the exception of the 2300 – 0700 position that is forty (40) hours per week.

16.02 One-half (1/2) hour unpaid meal period shall be scheduled during a nurse's tour. A nurse working the 2300 – 0700 shall be paid for their meal break. Should the nurse be recalled to duty during a meal break, additional time shall be provided later in the tour or the nurse shall be paid at overtime rates.

It is understood that the paid meal break for the 2300 – 0700 tour is in effect as long as there is only one (1) nurse on duty.

16.03 Scheduling

(a) Two (2) consecutive days off will be scheduled during each workweek, and schedules will provide for not more than seven (7) consecutive days of work.

The full-time nurse when scheduled to work a schedule of seven (7) consecutive days may have the option of dropping one (1) day from such schedule provided:

- (i) such arrangements are requested seven (7) days in advance;
 - (ii) the full-time nurse will arrange her/his own replacement;
 - (iii) the day the replacement can be scheduled is restricted to either Monday, Tuesday or Wednesday;
 - (iv) there will be no additional cost to the Home;
 - (v) such change in schedule is approved by the Human Resources Scheduler
 - (vi) for purposes of this Article 16.09 shall be deemed not to exist;
 - (vii) if approval is denied, the reasons for the denial shall be given to the nurse in writing.
- (b) The time schedules shall be posted two (2) weeks in advance and shall cover a four (4) week period, and shall not be changed by the Employer once posted. The Employer will endeavour to accommodate requests by nurses for specific days off and also requests for changes in the posted time schedules once the schedule has been posted, provided such request is submitted to the Human Resources in writing.
- (c) Nurses will receive every second (2nd) weekend off, and should a nurse be required to work on a second (2nd) subsequent weekend, she/he shall be paid at overtime rates save and except when:
- 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.
- (d) The Employer shall schedule each employee off for five (5) consecutive days at either Christmas or New Year's.

The days off at Christmas shall include December 24th, December 25th and December 26th and the days off at New Year's shall include December 31st and January 1st. For purposes of clarity, it is understood that no employee will have a right to be scheduled off over Christmas in two (2) consecutive years or over New Year's in two (2) consecutive years.

No nurse shall have both Christmas and New Years off unless all Nurses have at least Christmas or New Years off.

Christmas schedule to be posted no later than October 15th.

- (e) The Employer agrees not to change the tours of duty for presently employed nurses working on permanent tours except by mutual consent.

- (f) A nurse who reports for work as scheduled shall receive a minimum of four (4) hours' pay.
- (g) For the purpose of exchanging scheduled tours nurses will be allowed to continue to change their tours in accordance with past practice, subject to the approval of the Human Resources Manager.

No overtime will be paid as a result of an exchange of shifts.

- (h) Scheduled part-time employees will be scheduled as required by the Employer, to work a minimum of eight (8) tours of duty per month for eleven (11) calendar months of the year, which must include December and July or August. These employees must also be available for a minimum of two (2) call-in shifts per month. Casual employees will not be offered more than two (2) call-in tours in any week unless no scheduled part-time is available to work.

All call-in tours will be offered first (1st) to the permanent relief, then in order of seniority according to availability of the part-time or casual employee who can perform the work, at a straight time rate of pay. Only if the tour cannot be filled via this mechanism, shall the Employer request the employees who would perform the work at a premium rate of pay to do so.

- (i) Casual part-time nurses are required to provide a minimum of every other weekend availability. The Employer has the right to schedule nurses as required on their available weekend to ensure staffing coverage for the Home. The nurse shall receive by phone forty-eight (48) hours notice of scheduled shifts.

16.04 Standard Day for Overtime Payment

The standard day for all nurses covered by this Agreement shall be defined as a twenty-four (24) hour period beginning at:

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

No nurse shall have her/his present tour changed except by mutual consent.

16.05 Overtime

Nurses shall not normally be scheduled or required to work in excess of normally scheduled hours or days. The nurse may have the option of selecting compensating time off at the appropriate premium rate without loss of pay in lieu of overtime and premium payment.

- (a) Work in excess of 7.5 hours in a standard day or 37.5 hours in a standard week, with the exception of those scheduled the 2300 – 0700 tour who receive a paid meal break shall be compensated at the rate of time and one-half (1 ½). No overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime worked where the nurse is engaged

in reporting functions at the end of her/his standard day. If authorized overtime amounts to fifteen (15) minutes or more overtime premium shall be paid for the total period in excess of the standard day.

- (b) When a full-time nurse works on her/his days off such nurse will be compensated at the rate of time and one-half (1 ½).
- (c) Full-time and part-time nurses shall be paid time and one-half (1 ½) for all work performed after working seven (7) consecutive tours without two (2) days off until such days off are granted.
- (d) Time and one-half (1 ½) shall be paid where a nurse does not receive every other weekend off.
- (e) Overtime compensation of double her/his normal hourly rate shall be paid to a nurse for all work performed in excess of seven and one-half (7 ½) hours on any tour for which she/he is receiving time and one-half (1 ½) her/his hourly rate.
- (f) A nurse will be paid for the hours that she/he works when changes are made from daylight saving to standard and vice versa.

16.06 A nurse who is requested to work a second (2nd) consecutive full tour without previously being booked will be provided at the time of the meal period with soup and sandwiches, or five dollars (\$5.00) if the Home is unable to provide soup and sandwiches.

A nurse who is required to work four (4) hours or less overtime on the same day as they have worked, shall not be required to take a meal period and will be paid for all hours worked.

16.07 The Employer agrees to ensure that report is given to all nurses on each shift.

16.08 Call-in

Where a full-time nurse has completed her/his regularly scheduled tour and left the Home and is called in to work outside her/his regularly scheduled working hours, she/he shall receive time and one half (1 ½) her/his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours pay at time and one half (1 ½) her/his regular straight time hourly rate except to the extent that such (4) hour period overlaps or extends into her/his regularly scheduled shift. In such a case, she/he will receive time and one half (1 ½) her/his regular straight time hourly rate for actual hours worked up to the commencement of her/his regular shift.

16.09 Benefits for Part-time Employees Working Temporary Full-time

A part-time nurse who is temporarily working on a full-time basis for a known duration of at least three (3) months shall have the choice of:

- (a) continuing to receive her percentage in lieu of benefits in accordance with Appendix A-01; or

- (b) receiving all of the benefits and rights accorded to a full-time nurse under the collective agreement.

ARTICLE 17 - HEALTH PROGRAMME

- 17.01 A nurse who contracts any infectious disease in the performance of her/his duties shall receive full treatment and medication at the expense of the Employer.
- 17.02 The Employer will provide change rooms, lounge facilities and lockers.

ARTICLE 18 – BENEFITS

- 18.01 The Employer will contribute as follows:

(a) Full-time Nurses

- i) To Group Life - 100% of billed premium. The employer will increase the Life Insurance to two (2) times the salary.
- ii) Effective August 1, 2007 the Extended Health Care Benefit deductible will increase to \$22.50/single and \$35.00/family including hearing aids (maximum three hundred (300) per person), and vision care (maximum two hundred and fifty dollars (\$250.00) every twenty-four (24) months) - one hundred percent (100%) of the billed premium.

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

- iii) To Semi-private Liberty Health - 75% of the billed premium.
- iv) To Liberty Health Dental Plan #9 (current ODA Fee Schedule) - 100% of billed premium (effective January 1, 1985). Such plan shall include orthodontics, crowns, bridgework and repairs to same (major restorative) 50/50 co-insurance to one-thousand five hundred (\$1,500.00) maximum per insured lifetime, providing the balance of the monthly premiums are paid by the employees through payroll deduction.
- v) The pension plan for the Home shall be the Ontario Municipal Employees Retirement System.
- vi) Semi private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of 65 up to the 70th birthday on the same cost share as applies to those

nurses under the age of 65. All other benefits shall cease at age 65. LTD & Life Insurance ceases at age 65.

(b) Part-time Nurses

See Schedule "A"

- (c) Any reduction in EI premiums that are a result of benefits including sick leave granted by the Employer will be applied to the cost of existing or improved benefits for employees. Such reduction would include not only the Employer's share but the employee's share of the reduction.

ARTICLE 19 – MISCELLANEOUS

- 19.01 The Employer shall provide bulletin board space for the use of the Union.
- 19.02 A copy of this Agreement in mutually agreed form will be issued to each nurse now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.
- 19.03 The Employer shall continue to provide adequate parking space for the nurses without charge.
- 19.04 If facilities are available, the Employer shall grant permission to the Union to hold meetings on the Employer's premises upon written requests.
- 19.05 All official communications shall be between the Executive Director or Designate of the Home and the Local's representative on staff at Fairhaven with the exception of correspondence or communications pertaining to grievances where correspondence shall be between the Executive Director or Designate of the Home and the Ontario Nurses' Association.
- 19.06 Whistle Blowing Protection
- Provided a nurse has followed reasonable policies or procedures issued by the Employer to protect the Employer's entitlement to investigate and address any allegation of wrongdoing, nurses will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations.

ARTICLE 20 – WAGES

- 20.01 See Schedule "A" - Salary and Wage Related Compensation.

ARTICLE 21 - ORIENTATION AND IN SERVICE

- 21.01 A newly employed nurse shall not be placed on duty or in charge until she/he has been fully oriented to the Home and the unit where she/he will work, except in cases of emergency.
- 21.02 The In Service education programme shall be based on the following principles:

- (a) It shall be based on identified learning needs.
- (b) It shall provide a planned programme to update nurses with changes in procedures or practices.

ARTICLE 22 - PROFESSIONAL RESPONSIBILITY

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

- (a) Complain in writing to the Nursing Committee within five (5) calendar days of the alleged improper assignment. The Chairman of the Nursing Committee shall convene a meeting of the Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
- (b) Failing resolution of the complaint within five (5) calendar days of the meeting of the Nursing Committee the complaint shall be forwarded to an independent assessment committee composed of three (3) Registered Nurses; one (1) chosen by the Ontario Nurses', one (1) chosen by the Employer, and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession. The member of the independent Registered Nurses shall act as Chairperson.
- (c) The Assessment Committee shall set a date to conduct the 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.
- (d) A list of Chairpersons (Assessment Committee) is attached to and forms part of this Agreement.
- (e) The parties agree that should a chairperson be required, the chairperson will be the top name on the list of chairpersons who has not previously been assigned. Should the chairperson who is scheduled to serve decline when requested or it becomes obvious that she/he would not be suitable due to connections with the Employer or community, the next person on the list will be contacted to act as Chairperson.
- (f) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 23 – JOB SHARING

23.01 Job sharing requests with regard to full-time positions shall be considered on an individual basis.

Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by agreement between the two (2) nurses and Management.

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.

An 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.

23.02 Job sharers who were previously full-time and participating in OMERS will receive 9% in lieu of benefits and continue to be a member of OMERS. The Employer will continue to pay its share of OMERS contributions on behalf of said employees.

23.03 The above schedules shall conform with the scheduling provisions of the full-time nurses. In all other respects job sharers shall be considered part-time.

23.04 It is anticipated that each job sharer will endeavour to maintain the continuity of care to the residents by covering the tours of the job sharing partner arising through absence, including vacation. Where a job sharer is going to be absent she will first contact her job sharing partner to determine her availability to work the tour.

Each job sharer may exchange shifts with her partner according to the Shift Change Policy in place. It is understood such exchanges shall not result in the application of overtime premiums. Where the job sharing partner is unavailable for such exchange, the shift may be exchanged with another part-time nurse upon request.

23.05 If one of the job sharers leaves the arrangement, the position will be offered to the remaining job sharer as a full-time position. If the job sharer does not wish to accept the full-time position, the vacant position will be posted. If there is no successful internal applicant for the posted shared position, the Employer may in its discretion advertise the posting externally or the shared position will revert to a full-time position which shall be posted in accordance with the Collective Agreement.

Either party may discontinue the job sharing arrangement with sixty (60) calendar days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 24 – DURATION OF AGREEMENT

24.01 This agreement shall run from April 1, 2006 to March 31, 2008, and shall continue in force from year to year thereafter unless written notice shall have been given by either party within the period of ninety (90) days prior to March 31st, 2008.

SIGNING PAGE

DATED AT Peterborough, Ontario, this 4th day of February, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Labour Relations Officer
[Handwritten signature]

[Handwritten signature]

APPENDIX 'A'**SALARY SCHEDULES****Registered Nurse (Full-Time)**

	<u>Effective</u> <u>April 1, 2006</u>	<u>Effective</u> <u>April 1, 2007</u>
Start	\$24.51	\$26.80
1 Year	\$25.49	\$27.20
2 Years	\$26.84	\$27.65
3 Years	\$28.16	\$29.01
4 Years	\$29.50	\$30.38
5 Years	\$31.17	\$32.10
6 Years	\$32.83	\$33.81
7 Years	\$34.52	\$35.55
8 Years	\$36.87	\$38.07
25 Years	\$37.62	\$38.74

Registered Nurse(Part-Time)

	<u>Effective</u> <u>April 1, 2006</u>	<u>Effective</u> <u>April 1, 2007</u>
Start	\$24.51	\$26.80
1 Year	\$25.49	\$27.20
2 Years	\$26.84	\$27.65
3 Years	\$28.16	\$29.01
4 Years	\$29.50	\$30.38
5 Years	\$31.17	\$32.10
6 Years	\$32.83	\$33.81
7 Years	\$34.52	\$35.55
8 Years	\$36.87	\$38.07
25 Years	\$37.62	\$38.74

NOTE:

A.01 The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all regular and casual part-time nurses shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + thirteen percent (13%) - effective July 8, 1992

The hourly salary rates payable to a regular or casual part-time nurse include compensation in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement.

It is understood and agreed that holiday pay is included in the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits.

Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in the Home's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

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 nine percent (9%) or thirteen percent (13%), as applicable, which is paid in lieu of fringe benefits and accordingly the nine percent (9%) or thirteen percent (13%), as applicable, add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

A.02 Shift Premiums

A nurse shall be paid a shift premium of one dollar and thirty cents (\$1.30) per hour for each hour worked which falls within the hours defined as an evening shift and one dollar and forty cents (\$1.40) for each hour worked which falls within the hours defined as a night shift.

A nurse shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 16.03(c), the nurse will not receive weekend premium under this provision.

A.03 Responsibility Allowance

A responsibility premium one dollar and twenty-five cents (\$1.25) effective the date of ratification and one dollar and fifty cents (\$1.50) effective April 1st, 2006 per hour will be paid to a designated nurse between the hours of 1600 and 0800, Monday through Friday inclusive and all shifts on a Saturday, Sunday or Statutory Holidays.

A.04 All changes in salary, whether the result of promotion, demotion, filing with the Employer of proof of registration or attainment of a service anniversary date shall be effective on the date of such occurrence.

A.05 Recognition of Experience

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/his recent related clinical experience may be determined and evaluated during her/his probationary period. Having established the recent related clinical experience, the Home will credit a new nurse with one (1) annual service increment for every year of experience.

If a period of more than three (3) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Home, provided that such discretion shall be exercised in a reasonable manner.

This provision shall apply to nurses currently employed by the Home effective the date of the award and shall not involve any retroactivity.

A.06 Retroactivity

Retroactivity for wages shall be on the basis of time worked during the relevant period. Effective upon ratification, wages shall be retroactive to April 1, 2006, and will be paid in accordance with the award.

All retroactivity will be paid within thirty (30) days of the date of the award.

The Employer will notify nurses who have left its employ after April 1, 2006 at the last address recorded with the Employer and will provide the Local Union with a copy of the notices sent.

A.07 Re-alignment of Duties and Establishment of New Position

(a) When the duties of a position covered by this Agreement are changed or when a new position appropriately covered by this Agreement is established, notification of the change and a job description will be forwarded to the Union and the salary shall be negotiated. If the parties are unable to agree, such a dispute may be submitted to arbitration. The salary shall be retroactive to the time the position was first [1st] filled by the nurse.

(b) The Employer agrees to cooperate with the recommendations of the physicians and the Workplace Safety and Insurance Board in order to accommodate internal measures for nurses who were recovering from compensation.

A.08 (a) The employer will schedule sixteen (16) hours off between shifts on the master schedule, should the employer schedule with less than sixteen (16) hours off between shifts the employee will receive one and a half times the nurse's regular rate of pay for the short shifting.

(b) After the schedule is posted an RN has the option to accept or decline a shift with less than sixteen hours off. Should the nurse accept the shift (a) above does not apply.

LETTER OF UNDERSTANDING

Between:

FAIRHAVEN

And:

ONTARIO NURSES' ASSOCIATION

Re: Dispensing Certain Medications

It is recognized that under governing legislation, RPN's may be permitted to dispense certain medications. In these instances the parties agree that the Registered Nurse is not responsible for any incidents resulting from RPN distribution of medication.

DATED AT Peterborough, Ontario, this 4th day of February, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Labour Relations Officer

[Handwritten signature]

[Handwritten signature]

CHAIRPERSONS - NURSING ASSESSMENT COMMITTEES

NURSING HOMES AND HOMES FOR THE AGED

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

Joan Edwards
40 Prince Albert Street
Ottawa, ON K1K 2A4

Gayle Mackay
56 Deerfoot Trail
R.R. # 4
Huntsville, ON P1H 2J6

Anitta Robertson
198 Corner Ridge Road
Aurora, ON L4G 6L5

LETTER OF UNDERSTANDING

Between:

FAIRHAVEN

And:

ONTARIO NURSES' ASSOCIATION

The parties agree that the following Letter of Agreement will form part of the Collective Agreement up to and including March 31st, 2006. The Letter of Agreement will not be part of the replacement Collective Agreement unless agreement is reached to do so between the parties.

Re: ARTICLE 18 – BENEFIT PROGRAMS

The Employer shall offer enrolment in the existing benefit plan outlined in Article 18 to any full-time nurse who retires from employment at Fairhaven.


The nurse is responsible for 100% of the premium costs and shall submit post dated cheques to the Employer for the entire Calendar Year.

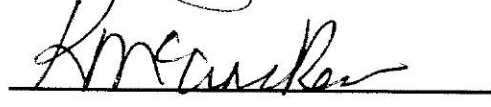
The nurse will no longer be eligible for participation in the benefit plan once she/he has reached the age of sixty-five (65).


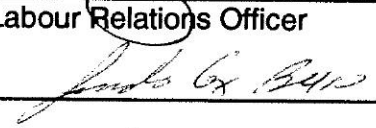
DATED AT Peterborough, Ontario, this 4th day of February, 2008.


FOR THE EMPLOYER

FOR THE UNION






 Labour Relations Officer




LETTER OF AGREEMENT

Between:

FAIRHAVEN

And:

ONTARIO NURSES' ASSOCIATION


The parties agree that the following Letter of Agreement will form part of the Collective Agreement up to and including March 31, 2006. The Letter of Agreement will not be part of the replacement Collective Agreement unless agreement is reached to do so between the parties:

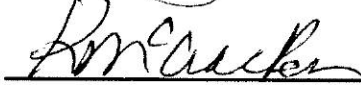
The parties are unable to agree on the inclusion of any minimum number of nursing hours in the Collective Agreement. It is understood that the parties will discuss this issue further at the next round of negotiations if put on the table by either party.


DATED AT Peterborough, Ontario, this 4th day of February, 2008.

FOR THE EMPLOYER

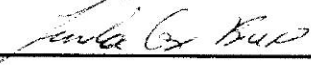
FOR THE UNION








Labour Relations Officer





LETTER OF UNDERSTANDING

Between:

FAIRHAVEN

And:

ONTARIO NURSES' ASSOCIATION

Re: Supernumerary Positions

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

DATED AT Peterborough, Ontario, this 4th day of February, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Labour Relations Officer

[Handwritten signature]

[Handwritten signature]

LETTER OF UNDERSTANDING

Between:

FAIRHAVEN

And:

ONTARIO NURSES' ASSOCIATION

Re: Occupational Health and Safety

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

DATED AT Peterborough, Ontario, this 4th day of February, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]

[Signature]
Labour Relations Officer
[Signature]

[Signature]
