

COLLECTIVE AGREEMENT

BETWEEN:

FOYER RICHELIEU, WELLAND Inc.

AND

ONTARIO NURSES' ASSOCIATION

Expiry: **March 31, 2011**

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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 mutually acceptable working conditions, hours of work, and wages for all nurses within the bargaining unit.
- 1.02 It is recognized that nurses will work together in a spirit of co-operation and harmony with the Employer to secure a high standard of nursing care and health protection for residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole and exclusive bargaining agent for all Registered and Graduate Nurses employed by Foyer Richelieu Welland Inc. in the City of Welland, save and except the Director of Care and those above the rank of Director.
- 2.02 A Registered Nurse is defined as a person who holds a certificate of competence from the College of Nurses of Ontario, in accordance with the Regulated Health Professions Act.
- 2.03 A Graduate Nurse is defined as the nurse with registration incomplete, who is a graduate of a programme acceptable to the College of Nurses of Ontario.
- 2.04 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.05 (a) The Employer will assign at least the same number of bargaining unit tours that were scheduled on each shift of each day of the last week ending prior to March 31, 1999.
- (b) 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.
- 2.06 The Employer agrees that when a nurse leaves the employ of the Employer, she shall be replaced by a bargaining unit nurse.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 Except as specifically modified by this Agreement, all the rights, power and authority of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer. Without limiting the generality of the foregoing, the Employer's rights shall include:
- (a) the right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices to be observed by its nurses; the right to discipline and discharge nurses for just cause, provided that a claim of discharge without just cause may be the subject of a grievance and dealt with as hereinafter provided.
 - (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire nurses.
 - (c)
 - i) determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing work the work and the work establishment for any service;
 - ii) determine the number of personnel required, the service to be performed and the methods, procedures and equipment to be used in connection therewith,
 - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment.
- 3.02 In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit which would have the result of effecting a lay-off or reduction in hours of work of any nurses covered by this Agreement.
- 3.03 The Employer shall exercise the above mentioned rights in a fair and reasonable manner and shall be consistent with the provisions of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The parties agree that they are both committed to a harassment free environment, addressing discrimination and harassment issues in a timely and effective manner and meeting their obligations in respect to accommodation/modified work.

The Employer and the Association agree that there will be no discrimination, 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 Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the collective agreement, or any applicable legislation.

The Employer and the Association agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any nurses by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex, marital status or any grounds prohibited by the Human Rights Code of Ontario.

- 4.02 It is agreed that there will be no discrimination on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, age, political or religious affiliation or any factor which is not pertinent to the employment relationship.
- 4.03 (a) "Every person who is a nurse has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offenses, marital status, family status or handicap." *ref: Ontario Human Rights Code, Sec.5(2)*
- (b) "Every person who is a nurse has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee." *ref.: Ontario Human Rights Code, Sec. 7(2)*
- (c) "Every person has a right to be free from,
- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person." *ref: Ontario Human Rights Code, Sec.7(3)*
- (d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this agreement.

Note: "harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." *ref: Ontario Human Rights Code, Section 10(1)*.

- 4.04 (a) The parties recognize the duty of reasonable accommodation for individuals under the Human Rights Code of Ontario and agree that this Collective Agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty.
- (b) If an 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 termination, resignation, or retirement of the employee in question.

- (c) 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.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5.01 The Association agrees that there will be no strikes, and the Employer agrees that there will be no lockouts in the term of this agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1990, as amended.

ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- 6.01 The Employer will recognize the following:
- (a) Two (2) Nurse Representatives, one of which could be a part-time nurse.
 - (b) A Grievance Committee of up to two (2) nurses, one of whom shall be an alternate. This committee shall be responsible for the handling of all grievances.
 - (c) A Negotiating Committee of two (2) nurses and a Labour Relations Officer of the Association.
 - (d) The occupational health and safety committee shall have one (1) nurse elected from the bargaining unit.
 - (e) An Association-Management Committee composed of two (2) representatives of the Employer and two (2) representatives of the Association. Meetings of this Committee shall be held at the request of either party. 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 this meeting shall be maintained and signed by both parties. The Employer shall only be responsible for the payment of the wages of one of the Association representatives on the Committee.
- 6.02 The Association will supply the Employer with the names of its representatives and changes thereto.

- 6.03 (a) If a Representative must leave her regular duties for a period of time in order to attend to Association business, she will first obtain the permission of her Supervisor. Such permission will not be unreasonably withheld. Upon completion of her business, the Representative will report to her Supervisor and then return to her regular duties.
- (b) Representatives of the Association shall be paid at their regular rate of pay for all time used attending meetings or fulfilling other duties related to their responsibilities under this Collective Agreement.
- (c) Nurses on the Negotiation Committee shall not suffer any loss of pay for regularly scheduled hours when meeting the Employer in negotiations up to but not including arbitration. A member of the negotiation committee who is scheduled to work the night shift immediately preceding a day of negotiations or the night shift on the day of negotiations, shall receive paid time off for such shift.
- 6.04 During the orientation period, a nurse representative will be allowed a period of one (1) hour within regular working hours to discuss the benefits and duties of the Association members, and responsibilities to the Association and the Employer. During such interview, membership forms may be provided to the nurse. These interviews will be scheduled in advance by the Employer.
- 6.05 The Employer agrees that when nurses are required to serve on committees, the meetings shall be scheduled during the nurse's regular working hours, or the nurse shall be paid for all hours at her regular rate of pay.
- 6.06 Occupational Health & Safety Committee (OHSC)
- (i) (a) The Employer shall abide by all applicable legislations.
- (b) The Employer and the Association agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent accidents, injury and illness.
- (c) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its OHSC, one representative selected or appointed by the Association from the bargaining unit.
- (d) Such committees shall identify potential dangers and hazards, institute means of improving Health and Safety programmes, and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.
- (e) The Employer agrees to provide necessary information to enable the committee members to fulfill their function.

- (f) Meetings shall be held every third month at the call of the Chair. The committees shall maintain minutes of all meetings and make the same available for review.
- (g) All time spent by a member of the Occupational Health and Safety committee attending meetings of the committees, shall be deemed to be time worked for which she shall be paid by the Employer at her regular or premium rate, as may be proper, and she shall be entitled to such time from her work, as is necessary.
- (ii) The Employer shall ensure an adequate supply of N95 masks and other pandemic plan event supplies required are available during a pandemic event.
- (iii) The Employer shall use its best efforts to maintain an adequate supply of safety engineered sharps for blood drawing for residents requiring blood lab work.

6.07 The Association Committees shall have the right to have the assistance of representatives or consultants from or acting on behalf of the Ontario Nurses' Association.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01
- (a) The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in a particular month.
 - (b) Such dues shall be deducted monthly and in the case of newly employed nurses, such deductions shall commence in the month following their date of hire.
 - (c) The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
 - (d) In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
 - (e) The amounts so deducted shall be remitted monthly to the Provincial Secretary-Treasurer of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. The addresses and

telephone numbers of new hires will also be given. A copy of this list will be sent to the Bargaining Unit President.

- 7.02 The Employer shall provide each nurse with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.
- 7.03 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

- 8.01 The grievance procedure herein provided for is one of the most important matters in the successful administration of this Agreement. The Employer and the Association therefore agree that the grievance procedure as hereinafter set forth shall serve as the only means to be utilized by the grievor and the Association for prompt disposition, decision and final settlement of a grievance arising in respect to the interpretation, application, administration or alleged violation of this Agreement, and the grievance procedure shall be strictly followed. Wherever the term "grievance procedure" is used in this Agreement, it shall be considered as including the arbitration procedure.
- (a) Notwithstanding any other provision in this Article, should the Employer discipline, discharge or suspend a Nurse, notification by the Employer to such Nurse shall be made in the presence of the appropriate Nurse representative.
- (b) The Employer agrees that where an employee is required to attend a meeting with the Employer that may lead to disciplinary action, it will inform the employee of the purpose of the meeting in advance where, in the opinion of the Employer, this does not compromise the matter.
- 8.02 "Grievance" is defined as a complaint, a claim or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 8.03 Any nurse(s) or the Association making a grievance shall have the right of Association representation at any or all steps of the grievance procedure. The Employer shall inform the nurse(s) of this right.
- 8.04 The Employer shall have the right of services of any counsel to assist at any or all steps of the grievance procedure.
- 8.05 All grievances shall be taken up in the following manner:

Step #1

A nurse(s) having a grievance shall refer it verbally to the Director of Care or designate no later than five (5) days from the time of the circumstances which led to the grievance. The Director of Care or designate shall reply verbally to the nurse within five (5) days from the date the grievance was brought to her attention.

Step #2

A nurse(s) having a grievance shall refer it in writing on the grievance form as set out in appendix B to the Director of Care or designate no later than five (5) days from the time the verbal response was received. The Director of Care or designate shall reply in writing to the nurse within five (5) days from the date the written grievance was brought to her attention.

Step #3

If the grievance cannot be settled, then within five (5) days after the decision is given at Step #2, the nurse shall resubmit the grievance in writing on the grievance form set out in appendix B to the Administrator or designate. A meeting will then be held between the Administrator or designate and the nurse(s), the Grievance Committee and the Employment Relations Officer within five (5) days of the written grievance being filed. The decision of the Administrator or designate shall be given in writing to the nurse(s) and the Employment Relations Officer within five (5) days following the meeting. Should the Administrator or designate fail to render a decision or the decision is unsatisfactory to the nurse(s) or the Association, it may be referred to arbitration.

Following the Administrator or designate's decision, if no written request for arbitration is received within ten (10) days, the grievance shall be deemed to have been abandoned. The decision presented shall be final and binding upon both parties to this Agreement, and upon any nurse(s) involved.

- 8.06
- (a) An employee shall only be discharged from the employment for just cause, except that an employee who has not completed the probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.
 - (b) Should the Employer discharge, suspend or discipline any nurse(s) without just cause, notification by the Employer to such nurse(s) shall be made in the presence of a nurse Representative. The nurse(s) and the Association shall be provided with written reasons for a discharge, suspension or discipline. Should the nurse(s) or the Association wish to file a grievance against this action it shall be reduced to writing and filed under Step #3 of this grievance procedure.

8.07 Group Grievance

Where a number of nurses have a similar grievance, a single grievance shall be presented in writing on the grievance form set out in appendix B to the Administrator at Step #3 with a list of those nurses.

8.08 Policy Grievance

A policy grievance is defined as one which arises between the Employer and the Association concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party by starting at Step #3 of the grievance procedure and such policy grievance shall be signed by a nurse representative or an Association representative, or in the case of an employer's policy grievance, by the Administrator or designate. Failing settlement the grievance will be referred to arbitration.

8.09 Arbitration

- (a) In the event the grievance is not settled at Step #3 under the terms of Article 8.05, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within ten (10) days of the decision under Step #3 but not thereafter.
- (b) The notice specified in 8.09 (a) shall contain the name of the Association's nominee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its nominee to the Arbitration Board.
- (c) The nominees so selected, shall, within ten (10) days of the nomination of the second of them, select a third person who shall be the chairperson. If the recipient party fails to name its nominee, or the two nominees fail to agree upon a chairperson within the time limits, the Minister of Labour for Ontario, upon request of either party, shall appoint a qualified person to be chairperson.
- (d) In the event that either party wishes to proceed by way of a request for the appointment of single arbitrator pursuant to section 49 of the Labour Relations Act, and the time has not elapsed for an application for such an appointment, it shall first provide notice of its intention to do so to the other party. Thereafter the parties shall work together in good faith to select a date for a hearing and, if possible, an arbitrator to hear the matter or matters in dispute, for a period of 14 consecutive days. During this period of time neither party shall be able to request an appointment under section 49. At the end of the 14 day period, if the parties have not reached agreement upon a date for a hearing, then either of them may apply within the next 7 consecutive days for an appointment under section 49 of the Act and the provisions of this agreement are deemed amended to permit such application. If at the end of the 14 day period, the parties have only reached agreement on a date for a hearing, then one or both of them may make application for an appointment of an arbitrator for that date.

- 8.10 The Arbitration Board shall hear and determine the matter and shall issue a decision, and the decision is final and binding upon the parties and upon any nurse affected by it.
- 8.11 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.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 Each party shall pay its own expenses including appointees and witnesses and the cost of expenses of the chairperson shall be borne equally by the parties.
- 8.14 No person who has been involved in an attempt to negotiate or settle a grievance may be appointed as an Arbitrator.
- 8.15 Time limits fixed in the grievance procedure may be extended by mutual consent of the parties.
- 8.16 All agreements reached at any step under Article 8 shall be final and binding upon all parties hereto, including any nurse(s) affected, and shall not be subject to reopening by any party except by agreement in writing. If the grievance is settled at any step of the grievance procedure both the Employer and the Association representative shall sign the settlement as endorsed, so that no question or argument may arise as to what the settlement was.
- 8.17 The release of a probationary nurse shall not be subject to the grievance procedure unless the probationary nurse is released for exercising a right under this agreement or for arbitrary or discriminatory reasons.
- 8.18 "Days" referred to in Article 8 shall be exclusive of Saturdays, Sundays and paid holidays designated in this Agreement.

ARTICLE 9 - JOB SECURITY

- 9.01 Seniority shall be defined as length of service with the Employer since date of last hire and will accrue when a nurse has completed her probationary period. Such seniority will date from the first day that a nurse actually started work in the current continuous service for the Employer and will accumulate thereafter. Seniority for part-time nurses shall be based on paid hours accumulated since date of last hire. It is recognized that 1500 paid hours equals one (1) year of full-time service.
- 9.02 The probationary period for all newly hired nurses shall be forty-five (45) worked tours (480 hours). A written appraisal of employee progress will be conducted after the twentieth (20) and thirty-fourth (34) worked tours. The employee shall sign the appraisal indicating that she has read and understands the contents. The employee may respond in writing to the appraisal which shall become part of her record not to be used in contravention of Article 10.01. The employer will develop a learning plan

with the employee to assist the employee in correcting and developing the skill needs identified in the appraisal.

- 9.03 The Employer will keep up to date seniority lists for full-time and part-time nurses, and post the same in a conspicuous place, and supply copies of the current list to the Association twice a year, in the months of January and July, and prior to any layoff.
- 9.04 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:
- (a) resigns voluntarily;
 - (b) retires or is retired;
 - (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (d) has been laid off for twenty-four (24) calendar months;
 - (e) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer;
 - (f) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer unless such notice was not reasonably possible;
 - (g) fails to return to work (subject to the provisions of 9.04 (f)) upon termination of an authorized leave of absence without notifying the Employer unless such notice was not reasonably possible or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - (h) fails upon being notified of a recall to signify her intention to return within ten (10) 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 to report to work within twenty (20) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.
 - (i) when in receipt of WSIB as the result of injury or illness incurred while in the employment of the Employer for the period in excess of thirty-six (36) months, and there is no reasonable likelihood the employee will return to work within the foreseeable future;
 - (j) 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;

The parties agree to abide by the Ontario Human Rights Code.

- NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- 9.05 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (i) approved leave of absence with pay;
 - (ii) when in receipt of sick leave allowance
 - (iii) when in receipt of Workplace Safety & Insurance Board (WSIB) benefits;
 - (iv) when on approved leave of absence without pay, not exceeding thirty (30) continuous calendar days;
 - (v) when on pregnancy/parental leave, family medical leave or emergency leave.
- (b) Seniority and/or service shall accumulate for absences in accordance with the Human Rights Code and the Employment Standards Act for those absences covered under such legislation.
- 9.06 (a) In the case of a vacancy known to exceed four (4) weeks or new position, the Employer will post notice of such vacancy for seven (7) calendar days, prior to filling the position, in order that any interested nurse may apply. A copy of such notice shall be sent to the local Association. Should there be no applications the Employer may hire a new nurse from outside the bargaining unit. The name of the successful applicant shall be posted by the Employer.
- (b) No nurse shall be transferred to another shift and/or location without her consent.
- (c) A nurse will be able to indicate, in writing, her interest in working on a different shift.
- 9.07 The opportunity to fill temporary full-time vacancies shall be based upon the criteria in 9.08. The Employer will outline the conditions and duration of such vacancy. 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 leave of absence or illness shall have the right to return to her former position.
- 9.08 In all cases of transfer, vacancy or promotion, the following factors shall be considered:
- (a) Qualifications
 - (b) Seniority

Where factors in (a) are relatively equal, (b) shall govern. However, if senior applicants are refused a position, they will be given written reasons for such refusal.

9.09 Layoff and Recall

- (a) In the event that a reduction of a number of nurses required by the Employer to staff the Home is necessary, the Employer shall lay off nurses in the inverse of seniority at the time of lay off.
- (b) Nurses shall be recalled in order of seniority.
- (c) In the event of a proposed lay off of a permanent or long term nature, the Employer will:
 - i) Provide the Association with thirty (30) days' notice;
 - ii) meet with the Association 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 areas of cutback and the nurses to be laid off;
- (d) No new nurse will be hired nor will agency nurses be used nor will nurses be assigned overtime when there is a nurse(s) on layoff.

9.10 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. If she consents, she shall be deemed to be covered by the Collective Agreement.
- (b) Any nurse presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit, after the Employer has complied with the job posting and recall provisions. In such event, the returning nurse shall be given a seniority date as of her date of last entry into the bargaining unit, for purposes of job opportunity and layoff and other non monetary benefits and provisions. She shall retain her last date of hire with the Employer from the calculation of salary and any monetary benefits.

- 9.11
- (a) All benefits and other credits obtained under the agreement shall be retained and transferred with the nurse if she changes her status from full-time to part-time and vice versa.
 - (b) A part-time nurse who changes her status to full-time will be given seniority credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. In addition, a

nurse who is so transferred will be given credit for paid hours accumulated since date of last advancement proportional to a full year.

- 9.12 An employee who leaves the employ of the employer for any reason shall be entitled to receive any unpaid vacation pay for part-time and paid vacation or vacation pay for full-time which has accrued to the employee to the date of the employee's separation; it being understood and agreed that the employee will provide at least 2 weeks notice of termination.
- 9.13 If a casual employee is not available or does not work for a period of six months, the employment relationship may be discontinued provided the employee is not unavailable due to an approved leave of absence, medical reasons or other reasons satisfactory to the Employer.

ARTICLE 10 - EMPLOYEE FILES

- 10.01 In the event that it is deemed necessary by the Employer to file a report of disciplinary measure, the Employer shall give written particulars of such discipline to the nurse involved, with a copy to the Association. Such discipline shall be removed from the nurse's file, provided the nurse has an eighteen (18) month discipline free record, any disciplinary records (letters or reprimand, suspensions or other sanctions), after a period of eighteen (18) months, and shall not thereafter be used against her.
- 10.02 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice, or other employment related matters is completed with respect to any employee, it shall be shown to the employee and the Employer shall justify its comments. The employee shall sign the document indicating that she has read and understands the contents. The employee shall be entitled to receive a copy upon request. The employee may respond in writing to the document and the response shall become part of her employee human resource record not to be used in contravention of Article 10.01. The Employer will develop a learning plan with the employee to assist the employee in correcting and developing the skill needs identified in the appraisal.
- 10.03 Upon request and at a mutually agreeable time, an employee may review her file. The employee has no right to alter any document from the file, but may prepare a written comment concerning any such document and it shall be placed in her file. Upon written request the employee shall also receive a copy of any document contained within her file.

ARTICLE 11 - LEAVE OF ABSENCE

- 11.01 Requests for leave of absence will be considered on an individual basis by the Employer. Such requests are to be made in writing ten (10) calendar days in advance of the commencement of the leave, except in cases of emergency. If the leave of absence is denied, the reason shall be given in writing, in the reply. Requests for leave of absence shall not be unreasonably withheld. It is understood

that leaves of absence with or without pay may be granted for purposes other than those listed below:

11.02

(a) Association Leave

The Employer agrees to grant leaves of absence without pay to nurses selected by the Association to attend Association business, including conferences and conventions, provided that such leaves of absence shall not involve more than one nurse at each occasion.

(b) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted leave of absence without pay. Nurses shall continue to accrue seniority and service 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 Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits, including the Employer's contributions to benefits.

(c) President, ONA

Upon application, in writing, by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) consecutive two (2) year terms. The nurse shall continue to accrue seniority and service during her absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits including Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work at least four (4) weeks prior to the date of return.

11.03

Professional and Educational Leave

- (a) At the discretion of the Employer, nurses may be granted leave(s) of absence with pay and tuition to attend workshops, seminars and short courses which related to her responsibilities. Selection shall be made on an equitable basis from nurses who make application to attend.
- (b) Leave of absence without pay will be granted to a nurse who wishes to enrol in a post-graduate course, certificate or degree courses from a university or community college or other institution. Leaves of absence shall not be unreasonably withheld.

11.04

Bereavement Leave

The following shall be granted:

- i) In the event of death of a spouse, significant other, child, ward, parent, guardian, sibling, mother-in-law, father-in-law, foster parent, step-parent, step child, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or spouse's grandparents, three (3) days with pay shall be granted.
- ii) Where travel is required, additional unpaid leave will be granted by the Employer.
- iii) Bereavement leave shall be paid only for days for which the employee was scheduled to work.
- iv) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral, or if there is no funeral, an equivalent service for his or her aunt or uncle, niece or nephew. Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.

11.05

A. Pregnancy Leave

- i) 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 without pay for a period of up to twelve (12) months' duration, inclusive of any parental leave.
- ii) 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.
- iii) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer 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 the nurse shall be given a comparable job.
- iv) 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 Employer, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period.

The Employer 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.

- v) The Employer may request a nurse to commence maternity 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.
- vi) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer'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 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 bi-weekly following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that the nurse 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, plus percentage in lieu of benefits if the nurse is part time, on her last day worked prior to the commencement of the leave times her normal weekly hours.

The nurse does not have any vested rights 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 benefits are not reduced or increased by payments received under the plan.

B. Parental Leave

- i) 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.
- ii) A nurse who has taken a pregnancy leave under Article 11.05 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 twelve (12) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Employer 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.

- iii) 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.
- iv) Nurses newly hired to replace nurses who are on approved parental leave will be covered by the same provisions as in 11.05 A iv) above.
- v) 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 20 of the Employment Insurance Act, shall be paid a supplementary employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence bi-weekly following completion of the two week Employment Insurance waiting period, receipt by the Home of the nurse's Employment Insurance cheque stub as proof that he/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 twelve (12) weeks. The nurse's regular weekly earnings shall be determined by multiplying his/her regular hourly rate, plus percentage in lieu of benefits if the nurse is part time, on his/her last day worked prior to commencement of the leave times his/her normal weekly hours.

Normal weekly hours shall be determined by the average number of hours a nurse worked during the E.I. benefit determination period.

The nurse 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 this plan.

11.06

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, or is subpoenaed to appear at the College of Nurses, the nurse will receive pay for those days of her regular schedule during which she is required to be absent, provided that such nurse promptly repays the amount (other than expenses) paid to her for such service or attendance to the Employer, and presents proof of service requiring her attendance.

A nurse shall not be required to attend work on those days, or the preceding night shift, on which she is fulfilling the above commitment.

11.07

Professional Leave

- (a) When required by the College of Nurses of Ontario to update an employee's qualifications, the Employer may grant a leave of absence with or without pay, subject to contingency of service requirements.
- (b) An employee shall be entitled to a leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams, the Employer shall schedule the employee off without loss of earnings.
- (c) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.
- (d) Professional leave without pay will be granted to full-time and regular part-time employees who are elected to or appointed to the Registered Nurses' Association of Ontario to attend regularly scheduled meetings of the board or its' provincial committees.
- (e) Leaves under paragraphs (c) and (d) are subject to the following limitations:
 - (i) employees must provide at least thirty (30) calendar days written notice;
 - (ii) provided that such leave may be arranged without undue inconvenience to the normal operations of the Home.

11.08

Pre-paid Leave Plan

The Home agrees to introduce a prepaid 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 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) All deferred salary plus accrued interest shall be paid to the nurse.
- (c) All benefits shall be whole during the first four years of the program and the cost of benefits shall be paid by the nurse for the fifth year. During the year of 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 the leave.
- (d) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Home. Deferred salary plus

accrued interest will be returned to the nurse within a reasonable period of time.

- (e) If the nurse terminates employment, the deferred salary plus accrued interest will be returned to the nurse within a reasonable period of time. In case of a nurse's death, the funds will be paid to the nurse's estate.
- (f) 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.
- (g) Only one (1) nurse shall be allowed off at any one time.

11.09 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the Employment Standards Act, except where amended in this provision.
- (b) An employee shall advise the Employer as far in advance as possible with respect to the leave of absence.
- (c) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

ARTICLE 12 - PAID HOLIDAYS

12.01 The Employer agrees to recognize the following paid holidays:

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

12.02 Holiday pay for full-time nurses will be computed on the basis of the nurse's regular rate for 11.25 hours of work.

- 12.03 (a) A full-time nurse who works on a paid holiday shall receive time and one-half (1½) for all hours worked and shall receive equivalent paid time off in lieu of the holiday. Such time off shall be scheduled by the Employer at a mutually agreeable time.
- (b) A part-time nurse who works on a paid holiday shall receive time and one-half (1 ½) for all hours worked on such holiday.

- 12.04 When a full-time nurse is scheduled off on a paid holiday or is on vacation, she shall be entitled to holiday pay for the paid holidays as outlined in 12.02 or in the case of her vacation, have a day added to her vacation.

ARTICLE 13 - VACATION

- 13.01 Effective for the 2008 Vacation year, all full-time nurses shall be granted vacation with pay as follows:

- (a) less than one year of employment - 1.25 days per month;
- (b) one (1) or more years, but less than three (3) years of employment - three (3) weeks;
- (c) three or more years, but less than fourteen (14) years of employment – four (4) weeks;
- (d) fourteen or more years, but less than twenty-two (22) years of employment – five (5) weeks;
- (e) twenty-two (22) or more years – six (6) weeks.

- 13.02 Effective for the 2008 Vacation year, all part-time nurses shall be entitled to vacation time with pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses:

- | | | |
|-----|--------------------------------------|-----|
| (a) | less than one (1) year of employment | 6% |
| (b) | three (3) week entitlement | 6% |
| (c) | four (4) week entitlement | 8% |
| (d) | five (5) week entitlement | 10% |
| (e) | six (6) week entitlement | 12% |

For part-time nurses, 1500 paid hours equals one year of employment.

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

- 13.04 (a)
- i) Requests for Christmas vacation (December 15th to January 15th) shall be submitted no later than October 1st of that year. Requests shall not be unreasonably denied subject to Article 15.03 (d).

- ii) Requests for vacation preferences between June 15th and September 15th shall be submitted no later than March 15th of that year.
- iii) Vacation schedules for Christmas vacation shall be posted October 31st of that year.
- iv) Vacation schedules for vacation between June 15th and September 15th shall be posted on April 15th of that year.
- v) An employee who fails to indicate her preferences for vacation in a timely fashion shall have her vacation scheduled after the preferences of employees who have submitted their choices in time have been considered subject to vii) below.
- vi) Where dates of vacation conflict, employees will be given preferences with respect to vacation dates in accordance with seniority.
- vii) A full-time employee shall be permitted to carry over a maximum of five (5) vacation days for use in the next calendar year.
- viii) Preferences for vacation will be considered on an individual basis and will be granted by the Employer where possible having due regard to the operation of the Home.
- ix) Vacation may commence on any day of the week.
- x) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.
- xi) At the time the vacation requests are being considered for approval for Christmas/New Year's and the summer period, the total hours available for all requests shall be offered first to the part-time and casuals in order of seniority up to full-time hours (67.5) and then to the full-time up to 78.75 hours in a pay period.

(b) Vacations – Interruption

- i) Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- ii) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- iii) 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.

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

FULL-TIME ONLY

14.01 (a) Weekly Disability Insurance

Effective September, 2007 provides the payment of benefits equal to 66.7% of the weekly salary, up to \$750 per week. Effective April 8, 2010, the \$750 per week cap is eliminated. Benefits are payable on the first day in the case of accident and on the fifth day in the case of sickness. Benefits are payable for a maximum period of 26 weeks. Full-time nurses are credited with four days sick leave per fiscal year. Such days are not cumulative from year to year. At the end of each fiscal year, the Employer pays to each nurse an amount equal to 50% of the unused sick leave for that year.

(b) Long-term Disability Insurance

- i) Effective September 2007, provides the payment of benefits equal to 66.7% of the salary to a maximum of \$5,000 per month. Such benefit is reduced by the Workers' Compensation Board benefits and the basic benefits paid by the Canada Pension Plan.
- ii) Any pre-existing condition of a new nurse is not covered for the first twelve (12) months.
- iii) Benefits are payable after one hundred, eighty-two (182) days of total disability and continue until the age of sixty-five (65) or recovery, if sooner.
- iv) Proof of insurability is required for any insurance over \$1,750.00 per month.

(c) Definition of Disability

Based on duties of nurse's "own classification" during the first twenty-four (24) months of benefits.

14.02 The Employer shall assume total responsibility for providing and funding a short-term disability (STD) insurance plan for all full-time nurses.

ARTICLE 15 - HOURS OF WORK

15.01 The Employer shall maintain its current practice with respect to extended tours subject to the remainder of this Article.

- 15.02 (a) Nurses shall be entitled to relief periods during the tour of a total of forty-five (45) minutes paid, according to the Home's policy.
- (b) Nurses shall be entitled to meal periods during the tour of a total of forty-five (45) minutes unpaid, according to the Home's policy.

15.03 Scheduling

- (a) Time schedules shall be posted four (4) weeks in advance to cover a six (6) week period.

- (b) i) Full-time nurse(s) shall be entitled to receive every second weekend off.

If a Full-time nurse is required to work a second consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) for all hours worked on that weekend and subsequent consecutive weekends until a weekend is scheduled off.

- ii) Part-time nurse(s) shall be entitled to receive every third weekend off.

If a Part-time nurse is required to work a third consecutive and subsequent weekend, she will receive premium payment of time and one-half (1½) for all hours worked on that weekend and subsequent consecutive weekends until a weekend is scheduled off.

- iii) All extra hours will be offered on a rotating basis to the person on the part-time list whose name appears just below that of the last person offered extra hours of work. An employee's availability must be submitted to the Employer for each of the following 3 month periods: January to March, April to June, July to September, and October to December, no later than the first day of the month proceeding each 3 month period. Casual employees are to provide availability, as above, but have no commitment to accept offers of work.

When making calls under this provision the Employer will call up to 2 numbers provided by each employee.

It is understood that an offer has been duly made if the Employer calls the nurse by telephone and receives no answer or leaves a message indicating the offer of work or if an offer is made to the nurse and refused. If an offer is not accepted at the time it is duly made, the Employer may offer to the next nurse on the list.

- (c) Nurse(s) shall not be scheduled to work more than three (3) consecutive tours. Should a nurse work more than three (3) consecutive tours, she shall be paid premium payment of time and one-half (1-1/2) times for all hours on the fourth (4th) and subsequent days until a day off is scheduled.

- (d) Full-time and regular part-time nurses shall be scheduled off for five (5) consecutive days alternating Christmas and New Year's every second year.

Nurses scheduled off for Christmas shall include December 24, 25 and 26 for those working days shifts and December 23, 24, 25 and 26 for those coming off night shifts.

Nurses scheduled off for New Year's shall be scheduled off December 29th through January 2nd.

- (e) Employees shall be allowed to exchange tours of duty. Such changes initiated by the employee will not result in additional cost to the Employer. All changes shall be proposed, in writing, to the Director of Nursing at least two (2) working days (excluding weekends and holidays) prior to the proposed exchange. Requests for a change to the posted work schedule are subject to the discretion of the Administrator or designate. Issues arising from a shift exchange will be discussed at the Association Management meetings.
- (f) Schedules shall not be changed once posted, except upon notice to the employee as provided in 16.02. Hand written changes to the original posted schedule shall be maintained for the entire period of the posted schedule and are to be kept on file for future reference.
- (g) Nurses shall continue to work permanent shifts.
- (h) A weekend shall be defined as a minimum of fifty-six (56) consecutive hours off work.
- (i) There shall be an on-call rate of \$2.50 per hour, except on a holiday when the on-call rate shall be \$3.00 per hour. If a nurse comes into work while on-call she shall be entitled to at least four (4) hours' pay at time and one-half (1½) of her regular rate of pay.

ARTICLE 16 - PREMIUM PAYMENT

- 16.01 Overtime at the rate of time and one-half (1½) shall be paid for all hours worked beyond a nurse's regular daily hours. It is understood that at the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal daily tour for a period of up to fifteen (15) minutes and such time shall not be compensated.
- 16.02 If a full time nurse's scheduled tour is changed with less than forty-eight (48) hours personal notice from the starting time of the scheduled tour period, she will receive a minimum of four (4) hours pay. If a part-time nurse's scheduled tour is changed with less than twenty-four (24) hours personal notice from the starting time of the scheduled period, she shall receive a minimum of four (4) hours pay.

- 16.03 A nurse who is called in or reports for work as scheduled and is not required to work, shall receive a minimum of four hours pay.
- 16.04 A nurse shall be paid a shift premium between the hours of 1830 and 0630 – one dollar and forty-five cents (\$1.45) per hour. Effective April 8, 2010, the premium increases to two dollars and fifteen cents (\$2.15) per hour.
- 16.05 A nurse shall be paid a weekend premium of one dollar and seventy cents (\$1.70) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective April 8, 2010, the premium increases to two dollars and forty cents (\$2.40).
- 16.06 Any nurse working overtime on a recognized holiday will be entitled to pay at the rate of double time. Full-time employees called in to work on a holiday falling on their scheduled day off will be entitled to double time for all hours worked.

ARTICLE 17 - MISCELLANEOUS

- 17.01 The Employer shall provide a locked bulletin board for the sole use of the Association in the staff room.
- 17.02 A copy of this agreement in a 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 Association and the Employer.
- 17.03 The Employer will provide parking at no charge.
- 17.04 Pay cheques are to be issued on a regular day of the week, with a clarified itemized statement of all deductions, premiums and changes of increment in a sealed envelope. Nurses leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date.
- 17.05 Prior to effecting any changes in the Employer's written policies or rules, which would affect nurses covered by this Agreement, the Employer shall first discuss such proposed changes with the Association.
- 17.06 Each nurse shall keep the Employer informed of changes to relevant employment information.
- 17.07 Where a medical examination is required to comply with the statute, a nurse may choose her personal physician. In order to assist with an employee's return to work where there is a question concerning an employee's physical ability, the Employer may arrange for an assessment of the employee by a competent professional, whose assessment will be shared with the employee.
- 17.08 The Employer shall make available to each nurse and the Association a copy of the benefit programs defined in the Collective Agreement and changes thereto. Upon request, the Association shall be provided with a current copy of the master policy.
- 17.09 Any dispute which may arise concerning a nurse's entitlement to benefits may be subject to grievance and arbitration under the provisions of this Agreement.

- 17.10 The Employer may substitute another carrier for any of the plans (other than OHIP) provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least thirty (30) days prior to implementing a change in carrier.
- 17.11 Upon written request, the Employer will provide to each employee upon termination of employment, a letter detailing her or his employment dates and length of service.

ARTICLE 18 - BENEFITS

FULL-TIME ONLY

- 18.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible nurses in the employ of the Employer under the insurance plans set out below subject to their respect terms and conditions including any enrolment requirements:
- (a) i) The Employer agrees to pay 100% of the billed premium toward coverage of eligible nurses in the employ of the Home under the existing Provincial Health Plan providing for a maximum of \$25.00 per person, \$25.00 maximum per family. Effective April 8, 2010 these amounts change to \$22.50 per person and \$35.00 per family. In addition to the standard benefits, coverage will include Hearing Aids (maximum \$300/per person/per 5 years) and Vision Care (\$200 every 24 months) Effective April 8, 2010, vision care increases to \$275 every 24 months which may be applied towards the cost for one eye exam per year and laser surgery substitution for glasses.
- ii) The Employer agrees to pay 100% of the billed premium toward coverage of eligible nurses in the employ of the Home under the existing Major Medical Benefit Plan as follows:
- 1) 100% coverage for drugs legally requiring a written prescription; Coverage will be limited to the cost of the lowest price generic version of a prescribed drug except where the employee's physician expressly prescribes otherwise;
 - 2) 100% coverage includes emergency treatment limited to overall plan maximum;
 - 3) 100% coverage for in-home private duty nursing limited to \$10,000 per year;
 - 4) Coverage for Physiotherapist, Masseurs, Speech Therapist, Psychologists, Chiropractors, Osteopaths, Naturopath, Podiatrist limited to \$500 per year.

- (b) The Employer agrees to pay 80% of the billed premiums toward coverage of the eligible nurse in the employ of the Home under the current Dental Plan based on the current O.D.A. rates.

18.02 The Employer shall continue its past practice of allowing payment to nurses who are waiting approval of a Workplace Safety and Insurance Board claim.

18.03 Nurses who are on layoff may continue to participate in benefit plans at their request, provided they make arrangement for payment.

18.04 Section I - Basic Group Life Insurance

Amount equal to two times yearly salary.

Benefit is reduced to 50% at age 65.

Benefit ceases at age 70 or on retirement, whichever is sooner.

i) Basic Death or Accidental Death Insurance

Amount equal to Basic Group Life Insurance, (Two times annual salary)

Provides benefit in case of accidental death, dismemberment or paralysis due to an accident.

Benefit is reduced to 50% at age 65.

Benefit ceases at age 70 or on retirement whichever is sooner.

18.05 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days and

the new anniversary date shall prevail thereafter.

- (e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or WSIB and will continue to pay its share of the premium for the benefit plans in accordance with the Employment Standards Act for employees who are on pregnancy/parental leave (currently a maximum of twelve (12) months) or family medical leave (currently a maximum of eight (8) weeks) or emergency leave (currently a maximum of ten (10) days per year). It is understood that the obligation of the Employer to pay its share of the health and welfare benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or thirty months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) Notwithstanding 11.09 (e), when an employee is on an educational leave under Article 11.03 above, she will continue to accumulate seniority for up to one (1) academic year. The employee will have the option of remaining in the benefits plans provided she pays the total cost of such benefit premiums subject to clause (a) above. Seniority for part-time will be based on average over the last twenty-six (26) weeks prior to the Leave of Absence.
- (i) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

18.06

Benefits for Persons 65 and Over

Effective 1 month following ratification and notwithstanding provisions elsewhere in the Agreement, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 14.01 (a)
- 18.01 (b) EHC
- 18.01 (c) Dental

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically be placed on the percentage-in-lieu as per Schedule "A" for all items now included in the payment."

ARTICLE 19 - PENSION PLAN

- 19.01 Effective January 6, 1997, each full-time and part-time nurse may establish an individually vested plan with a Group Registered Retirement Savings Plan. The Employer shall deduct four percent (4%) of applicable wages from the nurse's pay and remit it to the credit of the nurse's individual plan, together with a matching Employer contribution.
- 19.02 For the purposes of determining contributions to the Pension Plan, applicable wages shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any other nature are hereby excluded.
- 19.03 Where legislation or the Plan prohibits an employee from contributing to an RRSP because of age, an amount equivalent to the deductions in Article 19.01 will be directed to a Mutual Fund of the employee's choice.

ARTICLE 20 - PROFESSIONAL RESPONSIBILITY

- 20.01 In the event that the Employer assigns a number of residents or a workload to an individual nurse or group of nurses, such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper resident care, she or they shall:
- (a) i) Complain in writing to the Director of Care within fifteen (15) calendar days of the alleged improper assignment. The chairperson of the Association Management Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association Management Committee, the complaint shall be forwarded to an independent assessment committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer and one (1) chosen by a panel of four (4) independent registered nurses who are well respected within the profession. The member of the committee chosen from 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 to make what findings as are appropriate under the circumstances. The Assessment Committee shall report its findings in writing, to the parties within twenty-one (21) calendar days following completion of its hearing.

- (b) i) The list of the Assessment Committee is attached to Schedule "B" and forms part of this Agreement.

The members of the panel shall sit in rotation as agreed by the parties. If a panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

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

ARTICLE 21 - ORIENTATION AND INSERVICE

21.01 It is agreed that orientation and inservice programmes will be provided to all nurses; these programmes shall be reviewed and updated from time to time by members of the Association Management Committee.

21.02 A newly employed nurse or a nurse recalled from layoff shall be entitled to orientation and shall not be placed in charge until she has been fully oriented to the Home, and to the area where she will be working.

- (a) The following minimums are to be observed in the orientation - familiarization of a nurse:
- i) She is to be familiarized with the physical aspects of the building, the applicable policies and procedures of the Employer, and the daily routine of the nurses in the Home;
 - ii) A period of orientation - familiarization shall be three (3) days on the day shift, and if the nurse is employed to work on another shift, she will also receive two (2) shifts of orientation - familiarization on the shift she is to work, and she shall receive one (1) shift of orientation – familiarization for Doctor's Day.
 - iii) She shall be an additional nurse to the usual staffing pattern;
 - iv) The nurse or nurses involved in the orientation - familiarization will confirm that it has been completed, and this will be noted on the newly hired nurse's personnel file, which will be reviewed with such nurse, and the nurse shall also be able to comment.

21.03 The inservice education program shall be based on the following principles:

- (a) It shall be based on the learning needs identified by nurses.
- (b) It shall be a planned program to update nurses as to changes in procedures or practices.
- (c) All inservice and education programmes shall be scheduled in a manner which will allow all nurses to attend during working hours.
- (d) Nurses involved in the organizing, preparing and presenting of inservice programmes at the Home and outside the Home, on behalf of the Employer, shall be paid for all such hours involved, her regular rate of pay as submitted by the nurse.
- (e) The Employer agrees that if for any reason, changes in the operating and technical methods and practices of providing nursing care require additional knowledge or skill on the part of the nurses, such nurses will be given the opportunity to study and practice to acquire any knowledge or skill necessary to carry out these responsibilities with the appropriate rate of pay.

ARTICLE 22 - COMPENSATION

- 22.01 The salary rates in effect during the term of this agreement shall be those set forth in Appendix "A" attached to and forming part of this agreement.
- 22.02 Each nurse shall be placed on the salary grid in accordance with her service with the Home, including full recognition of her past nursing experience as set out in 22.05(a).
- 22.03 A graduate nurse in the employ of the Employer upon receiving proof of current Certificate of Competence by the College of Nurses of Ontario shall be given the salary of the registered staff nurse as provided in this Article retroactive to the date of sitting the certification examination or the date of last hire, whichever is later.
- 22.04
- (a) A nurse who is designated in writing to temporarily relieve the Director of Care, and who accepts such assignment shall be paid eight dollars and fifty cents (\$8.50), effective December 1, 2000 – nine dollars (\$9.00) for each shift so worked in addition to her regular rate of pay.
 - (b) The Employer shall, when no supervisor is on duty, designate one nurse to be in charge on those evening, night or weekend shifts. Such nurse shall receive five dollars (\$5.00) per shift in addition to her regular rate of pay.
- 22.05
- (a) On hiring, nurses shall receive recognition for recent and related nursing experience on the basis that for each year of such experience, the nurse will receive one (1) annual increment up to the maximum of the grid. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary

increment and if she fails to do so she shall not be entitled to recognition. Having established the recent and related experience, the employee shall receive recognition retroactive to her date of hire.

- (b) An annual increment shall be paid on each nurse's anniversary date of employment and after each fifteen hundred (1500) hours worked in the case of part-time nurses.

22.06 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 Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Association challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step #2 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.

Any change in the rate established by the Employer through meetings with the Association or by a Board of Arbitration shall be retroactive to the time at which the new or changed classification was first filled.

22.07 A graduate nurse shall be paid \$50.00 per month less than the registered nurse classification.

22.08 "A nurse who is promoted to a higher rated classification within the bargaining unit will be placed on the level of the salary schedule of the higher rated classification so that she will receive no less an increase in salary than her current salary in the present classification".

ARTICLE 23 - DURATION

23.01 This Agreement shall be in effect from April 1, 2008 to March 31, 2011 and shall remain in effect from year to year thereafter unless either party gives the 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.

ARTICLE 24 – RETROACTIVITY

24.01 Retroactivity shall be for wages only dating back to the effective dates of any and all wage increases as set forth in Appendix A. Any nurse hired since the date of a wage increase shall be entitled to retroactivity from the date of hire. Any nurse who

has left the employ of the Employer and is entitled to retroactivity will be contacted by the Employer within thirty (30) days following the release of an arbitration award. The Employer's letter in this regard will advise the terminated nurse of the entitlement to apply for retroactive monies and the method by which application is to be made.

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

Retroactivity shall be paid out on a separate cheque.

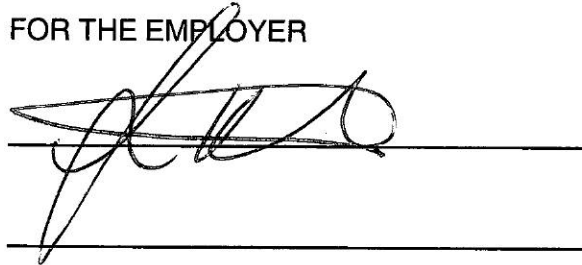
The Employer shall provide each nurse with a copy of spreadsheet calculations of the retroactivity including number of hours and rate increases for each rate change.

ARTICLE 25 - LIST OF APPENDICES

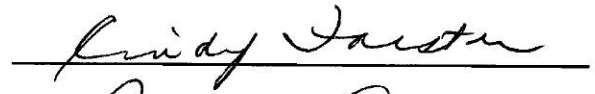
- Appendix A - Salary
- Appendix B - Grievance Form
- Appendix C - Letter of Understanding
- Appendix D - Assessment Committee Chairpersons
- Appendix E - Letter of Understanding
- Appendix F - Letter of Understanding


Dated at Hamilton, Ontario, this 18 day of March, 2011.

FOR THE EMPLOYER



FOR THE UNION





APPENDIX "A" - SALARY

A.01 Salary for Full-time Nurses shall be as follows:

Classification – Registered Nurse

Effective	<u>August 13, 2008</u>	<u>June 6, 2009</u>	<u>April 1, 2010</u>
Start	\$27.67	\$28.50	\$ 29.36
1 year	28.08	28.92	29.79
2 years	28.55	29.41	30.29
3 years	29.95	30.85	31.78
4 years	31.37	32.31	33.28
5 years	33.14	34.13	35.15
6 years	34.91	35.96	37.04
7 years	36.71	37.81	38.94
8 years	39.31	40.49	41.70
25 years	40.00	41.20	42.44

Effective from January 6, 1997, the part-time hourly rates shall be calculated on the basis of the following formula:

$$\frac{\text{Monthly Salary at Full-Time} \times 12}{1950} = \text{Hourly Rates}$$

A.02 A) Effective from January 6, 1997, the hourly salary, inclusive of the percentage in lieu of fringe benefits for all part-time nurses shall be those in accordance with the following formula:

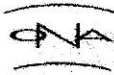
Applicable straight time hourly rate + 13%

B) The thirteen percent (13%) included in the daily rate is in lieu of fringe benefits except for vacation, paid holidays, leaves of absence, overtime, responsibility allowance, reporting pay, shift differential and pension. Such thirteen percent (13%) is reduced to nine percent (9%) for those part-time nurses who elect to participate in the pension plan.

Part Time employees hired following the date of ratification of this renewal (January 28, 2008) shall be entitled to the in-lieu payments in the paragraph except that holiday pay for all paid holidays shall be included in the payment. For clarity, such employees will be entitled to pay for work performed on a paid holiday as provided in 12.03 (b) and 16.06.

APPENDIX "B" - GRIEVANCE FORM

ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO
GRIEVANCE REPORT / RAPPORT DE GRIEF



ONA LOCAL
SECTION LOCALE
DE LA/O
GRIEVOR
PLAIGNANTE
DEPARTMENT
SERVICE

EMPLOYER
EMPLOYEUR

GRIEVANCE NO
N° DU GRIEF

STEP
ÉTAPE
1.
2.
3.

DATE SUBMITTED TO EMPLOYER
DATE DE SOUMISSION À L'EMPLOYEUR

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE / NATURE DU GRIEF ET DATE DE L'ÉVÈNEMENT

SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ

SIGNATURE OF GRIEVOR
SIGNATURE DE LA PLAIGNANTE

SIGNATURE OF ASSOCIATION REP
SIGNATURE DE LA REP DE LA/O

STEP
ONE

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION
DATE DE RÉCEPTION DU SYNDICAT

PREM
IÈRE
ÉTAPE

DATE RECEIVED BY THE UNION
DATE DE RÉCEPTION PAR LE 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

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION
DATE DE RÉCEPTION DU SYNDICAT

DEUX
IÈME
ÉTAPE

DATE RECEIVED BY THE UNION
DATE DE RÉCEPTION PAR LE 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

EMPLOYER'S ANSWER / RÉPONSE DE L'EMPLOYEUR

DATE RECEIVED FROM THE UNION
DATE DE RÉCEPTION DU SYNDICAT

TROIS
IÈME
ÉTAPE

DATE RECEIVED BY THE UNION
DATE DE RÉCEPTION PAR LE 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-09 REV. 01/2009

DISTRIBUTION: 1. BLACK - EMPLOYER 2. BROWN - ONA 3. BLUE - LOCAL ASSOCIATION 4. GREEN - GRIEVOR
DISTRIBUTION: 1. NOIR - EMPLOYEUR 2. BRUN - AO 3. BLEU - ASSOCIATION LOCALE 4. VERT - PLAIGNANTE



APPENDIX "C"

LETTER OF UNDERSTANDING

Between:

FOYER RICHELIEU, WELLAND, Inc

And:

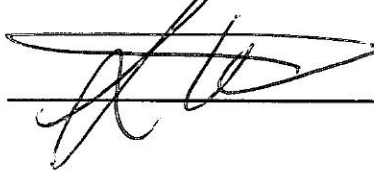
ONTARIO NURSES' ASSOCIATION

The parties agree to the following:

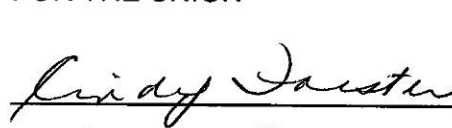
- 1) The official version of the Collective Agreement will be English. The parties agree to have this agreement translated into French once we have signed the Collective Agreement. A recognized professional translation service will do the translation, acceptable to both parties.
- 2) Both parties will bear the cost of said translation equally.
- 3) The parties agree that the language of communication, both written and verbal between the nurses represented by the Association and the Employer as it relates to the Collective Agreement will be in French. We further agree that the language of the communication, both written and verbal between the Association or its representatives and the Employer will be in English. The use of French by the Employer and the use of English by the Association will not prejudice either party to any position they may take in future negotiations and/or before any Board of Arbitration.

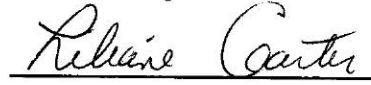
Dated at Hamilton, Ontario, this 18 day of March, 2011.


FOR THE EMPLOYER



FOR THE UNION







APPENDIX "D"

ASSESSMENT COMMITTEE CHAIRPERSONS

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

Ms. Anitta Robertson
Registered Nurses Association of Ontario
438 University Avenue, Suite 1600
Toronto, ON M5G 2K8
Telephone: 416-599-1925, ext.216

Ms. Gayle Mackay
56 Deerfoot Trail
R.R. # 4
Hunstville, ON P1H 2J6
Tel : 705-787-0012
Email : gmackay@cogeco.ca

[Handwritten signature]

APPENDIX "E"

LETTER OF UNDERSTANDING

Between:

FOYER RICHELIEU, WELLAND, Inc

And:

ONTARIO NURSES' ASSOCIATION

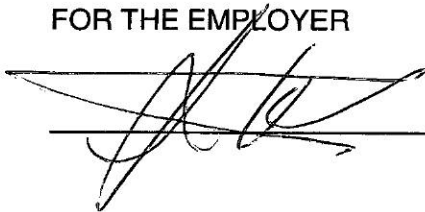
The parties agree to establish a policy review subcommittee with two (2) representatives elected from ONA, the employer and any other employee group to review the following policies:

- Early and Safe Return to Work Program
- Musculoskeletal Injury Prevention Program
- Sharps Injury Prevention Program
- Personal Protective Equipment Program
- Violence in the Workplace
- Infection Prevention and Control

The policies shall be reviewed by the committee during working hours by the end of 2006 with changes and/or recommendations forwarded to the JOHSC for review and acceptance prior to board approval.

Dated at Hamilton, Ontario, this 18 day of March, 2011.

FOR THE EMPLOYER



FOR THE UNION

